

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

**Tuesday, February 9, 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-B)

- A) Approve regular meeting minutes of January 12, 2016
- B) 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

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

A

PROCEEDINGS

9:00 AM
Tuesday, January 12, 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
Mary Goelz, Health & Human Services Department 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

Approve the appointment of Commissioner Frank Wolfe as Chair for 2016 for the Local Board of Health and Board of County Commissioners

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

Approve the appointment of Commissioners Lisa Ayers as Vice-Chair for 2016 for the Local Board of Health and Board of County Commissioners

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 regular meeting minutes of December 8 and 22, 2015

Approve Rainbow Valley Landfill Vouchers:
SCS Engineers - \$1,193.62
City of Raymond - \$640

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

MEETING CLOSED – 9:03AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

2016-07 B

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

CITY OF RAYMOND

 230 2ND STREET

 RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
pd 1/13	11/2/15	LEACHATE TREATMENT CHECK FOR PAYMENT	660	000	537	10	41	640.00
	1/5/16	Dec. 2015						3160.00

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

Randy Sale Pres. 1/26/16
 Signature Title Date

Reviewed by: *[Signature]* Date Jan 25 '16
 Faith Taylor, Director
 Department of Community Development

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

 Chairman, Pacific County Board of Health Date

RECEIVED
 PACIFIC COUNTY
 JAN 26 2016
 GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS



CITY OF RAYMOND

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

Invoice No.

103

INVOICE

Customer

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

Date 1/5/2016
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL DECEMBER 2015	\$3,150.00	\$3,150.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$3,160.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$3,160.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

2016-08

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

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

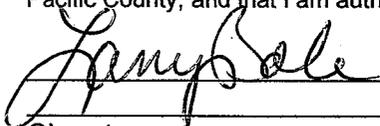
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
151223-11	1/12/16	WATER QUALITY TESTING	660	000	537	10	41	\$4154.00

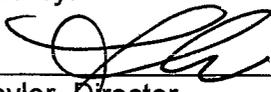
I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify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


Signature

PRES.
Title

1/26/16
Date

Reviewed by:



Faith Taylor, Director
Department of Community Development

Date


Date

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

Chairman, Pacific County Board of Health

Date

RECEIVED
PACIFIC COUNTY

JAN 26 2016

GENERAL ADMINISTRATOR
BOARD OF COMMISSIONERS

Dragon Analytical Laboratory, Inc.

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

Invoice

	Invoice #
1/12/2016	151223-11

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

Project #	P.O. #	Terms
Q4-2015		Net 30

Service Date	Qty	Item	Description	Rate	Amount
12/23/2015			SW		
	4	Total Coliform	Total Coliform	26.00	104.00
	4	Metals, Total	Heavy Metals, Total (Fe, Mn)	28.00	112.00
	4	Metals, Prep	Heavy Metals, Extraction	10.00	40.00
	4	AMO	Ammonia	25.00	100.00
	4	Nitrate	Nitrogen, Nitrate	25.00	100.00
	4	pH	pH Electrometric, Water	12.00	48.00
	4	TOC	Tot Organic Carbon	45.00	180.00
			L-1		
	1	BOD	Biochemical Oxygen Demand	45.00	45.00
	1	Chloride	Chloride	25.00	25.00
	1	COD	Chemical Oxygen Demand	30.00	30.00
	1	Metals, Total	Heavy Metals, Total (PP Metals)	180.00	180.00
	1	Metals, Prep	Heavy Metals, Extraction	10.00	10.00
	1	AMO	Ammonia	25.00	25.00
	1	Nitrate	Nitrogen, Nitrate	25.00	25.00
	1	Nitrite	Nitrite	25.00	25.00
	1	Oil & Grease	Oil & Grease (FOG) HEM	70.00	70.00
	1	pH	pH Electrometric, Water	12.00	12.00
	1	TSS	TSS	25.00	25.00
	1	TURB	Turbidity	20.00	20.00
	1	Sulfate	Sulfate	25.00	25.00
	1	TOC	Tot Organic Carbon	45.00	45.00
			SWPP		
	1	BOD	Biochemical Oxygen Demand	45.00	45.00
	1	Metals, Total	Heavy Metals, Total (Cu,Zn)	28.00	28.00
	1	Metals, Prep	Heavy Metals, Extraction	10.00	10.00

<i>Thank you for your order, we appreciate your business.</i>	Total
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Dragon Analytical Laboratory, Inc.

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

Invoice

	Invoice #
1/12/2016	151223-11

Bill To

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

Project #	P.O. #	Terms
Q4-2015		Net 30

Service Date	Qty	Item	Description	Rate	Amount
	1	AMO	Ammonia	25.00	25.00
	1	Nitrate	Nitrogen, Nitrate	25.00	25.00
	1	Oil & Grease	Oil & Grease (FOG) HEM	70.00	70.00
	1	pH	pH Electrometric, Water	12.00	12.00
	1	TSS	TSS	25.00	25.00
	1	TURB	Turbidity	20.00	20.00
	1	BNA	BNA+	300.00	300.00
			L-2, L-3		
	2	BOD	Biochemical Oxygen Demand	45.00	90.00
	2	Chloride	Chloride	25.00	50.00
	2	COD	Chemical Oxygen Demand	30.00	60.00
	2	Metals, Total	Heavy Metals, Total (Fe,Mn,Zn)	42.00	84.00
	2	Metals, Prep	Heavy Metals, Extraction	10.00	20.00
	2	AMO	Ammonia	25.00	50.00
	2	Nitrate	Nitrogen, Nitrate	25.00	50.00
	2	Nitrite	Nitrite	25.00	50.00
	2	Oil & Grease	Oil & Grease (FOG) HEM	70.00	140.00
	2	pH	pH Electrometric, Water	12.00	24.00
	2	TSS	TSS	25.00	50.00
	2	TURB	Turbidity	20.00	40.00
	2	TOC	Tot Organic Carbon	45.00	90.00
	2	Sulfate	Sulfate	25.00	50.00
			MW		
	5	Chloride	Chloride	25.00	125.00
	5	COD	Chemical Oxygen Demand	30.00	150.00
	5	Total Coliform	Total Coliform	26.00	130.00
	5	Metals	Heavy Metals, Dissolved (Fe,Mn, Zn)	42.00	210.00

<i>Thank you for your order, we appreciate your business.</i>	Total
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Dragon Analytical Laboratory, Inc.

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

Invoice

	Invoice #
1/12/2016	151223-11

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

Project #	P.O. #	Terms
Q4-2015		Net 30

Service Date	Qty	Item	Description	Rate	Amount
	5	Metals, Prep	Extraction/Filtration	20.00	100.00
	5	AMO	Ammonia	25.00	125.00
	5	Nitrate	Nitrogen, Nitrate	25.00	125.00
	5	Nitrite	Nitrite	25.00	125.00
	5	pH	pH Electrometric, Water	12.00	60.00
	5	TOC	Tot Organic Carbon	45.00	225.00
	5	Sulfate	Sulfate	25.00	125.00

Thank you for your order, we appreciate your business.	Total \$4,154.00
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2016-09

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

BROADBAND ENVIRONMENTAL SERVICES

1125 N. 13TH ST. APT. D-13

SHELTON, WA 98584

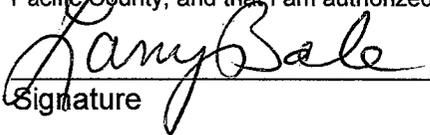
Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
1215	1/14/16	WATER QUALITY SAMPLING	660	000	537	10	41	\$750.00

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


Signature

Pres.
Title

1/26/16
Date

Reviewed by:



Faith Taylor, Director
Department of Community Development

Date 

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

Chairman, Pacific County Board of Health

Date

RECEIVED
PACIFIC COUNTY

JAN 26 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

INVOICE

Broadband Environmental Service

INVOICE #1215
DATE: JANUARY 14, 2016

301 Wallace Kneeland Blvd.
Ste. 224-186
Shelton, WA 98584
Phone 360 581 7873

George@broadbandenvironmental.com

TO Rainbow Valley Landfill
Attn: Larry Bale
114 Airport Road
Raymond, WA 98577

FIELD PERSON	JOB	PAYMENT TERMS	DUE DATE
George Campbell	4th Quarter 2015 sampling	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
5 hours	Sampling 2 nd quarter	75.00	375.00
3 hours	Travel Time 2 nd quarter	75.00	225.00
2 hours	Report Writing 2 nd quarter	75.00	150.00
SUBTOTAL			750.00
SALES TAX			0.0
TOTAL			750.00

Make all checks payable to Broadband Environmental Services

THANK YOU FOR YOUR BUSINESS!

2016-10

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

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

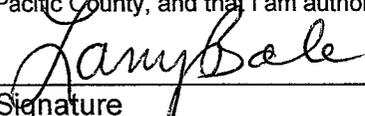
Vendor #	Date
Reference No. 2	Purchase Order Number

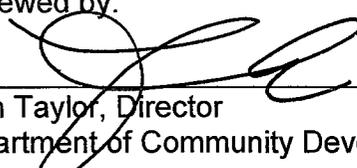
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3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	1/26/16	UTILITIES	660	000	537	10	41	\$9.78

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


PRES.
2/1/16
 Signature Title Date

Reviewed by: 
Feb 3 '16
 Faith Taylor, Director Date
 Department of Community Development

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

_____ Date
 Chairman, Pacific County Board of Health

**PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY**

Account Number 19983 Page 1 of 1

Statement Date 01/26/2016



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

Billing Summary

Previous Balance	111.47
Payment Received 12/28/15	51.47 CR
Past Due Balance - Due Now	60.00
Current Charges Due By 02/22/16	59.78
Total Due	119.78

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



Messages
Check out our NEW Pay By Phone 844-829-1962
Due Date does not pertain to Balance Forward amount.

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

Meter Reading Details	Meter A34390
Current KWH Reading	01/18/16 86493
Previous KWH Reading	12/16/15 85984
Total KWH Usage	509
Days Served	33

Detail of Charges	
509 kWh x 0.071200	36.24
Power Cost Adj @ 7%	2.54
Elec Basic Charge	21.00
Total This Service	59.78

	MO	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16
Usage		894	666	442	584	343	343	246	216	377	148	400	512	509
Avg/Day		26	23	16	16	12	10	8	9	11	5	14	17	15

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

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

Account Number	19983
Due Date	02/22/2016
Amount Due	119.78
Warm Heart Donation	
Amount Paid	<small>ONLY IF DIFFERENT THAN AMOUNT DUE</small>

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

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



2016-11

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

ROYAL HEIGHTS TRANSFER STATION, INC
114 AIRPORT RD.
RAYMOND, WA 98577

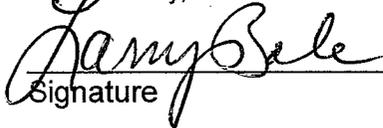
Vendor #	Date
Reference No. 2	Purchase Order Number

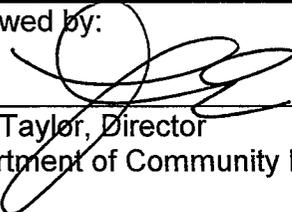
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4977	2/11/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$ 3843.00
149673	1/28/16	METERS-PD WITH RHHS VISA						\$ 2505.00
								\$ 6348.00
					TOTAL			

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

 _____
 Signature Title Date
 PRES. 2/11/16

Reviewed by:  _____
 Faith Taylor, Director Date
 Department of Community Development Feb 3 '16

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

_____ Date
 Chairman, Pacific County Board of Health

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

Invoice

DATE	INVOICE #
2/1/2016	4977

RAINBOW VALLEY LANDFILL, INC.
114 Airport Rd.
Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
2/11/2016

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
1/31/2016	300,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	3,843.00

Balance Due

\$3,843.00

LEACHATE RECORD

Date			
	<u>loads</u>		
1/1/2016	1		
2	1		
3			
4	3		
5	2		
6			
7	1		
8	2		
9	1		
10			
11	2		
12	1		
13	1		
14	2		
15	2		
16	1		
17	2		
18	1		
19	2		
20	1		
21	3		
22	2		
23	2		
24	2		
25	3		
26	2		
27	2		
28	3		
29	3		
30	1		
31	1		
	50		
	total gallons		300000
			\$3,843.00



INVOICE No. C00000149673

Omega Engineering, Inc.

1 Omega Drive, Box 4047, Stamford, CT 06907-0047
(203)359-1660 FAX:(203)359-7700
www.omega.com e-mail:info@omega.com

PAID IN FULL BY CREDIT CARD - FOR YOUR RECORDS ONLY

Bill To:

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

Ship To:

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

CUSTOMER P.O. LB011016

CUSTOMER P.O. LB011016

Table with columns: OMEGA NO., CUSTOMER NO., ORDER ENTRY, TAX, SLSMN, COW, INVOICE AND SHIPPING DATE, PARTIAL, COMPLETE, SPECIAL INSTRUCTIONS

RHTS
**PAID IN FULL BY CREDIT CARD
*** FOR YOUR RECORDS ONLY ***
Buyer: Larry Bale Phone: 360-942-3417

Table with columns: EXWORKS, BILL OF LADING NO., PPD, COLL, CARRIER

Main item table with columns: Item No, ORDERED, SHIPPED, BACK ORD, CATALOG NO. AND DESCRIPTION, UNIT, NET UNIT PRICE, TOTAL AMOUNT

FOR LEACHATE EVALUATION PROJECT.
PAID WITH RHTS VISA CARD

Summary table with columns: SUB TOTAL, STATE SALES TAX, SHIPPING CHARGES, TOTAL DUE (US\$)

WARRANTY/DISCLAIMER: OMEGA is pleased to offer suggestions on the use of its various products. OMEGA only warrants that the parts manufactured by it will be as specified and free of defects in materials and workmanship.
EMPLOYER'S IDENTIFICATION: 06-6041011 FEDERAL SUPPLY CODE FOR MANUFACTURERS: 29907 SALES AND/OR USE TAX JURISDICTION AND REGISTRATION, PERMIT, ACCOUNT OR LICENCE NUMBERS. CONNECTICUT: 0703496-000 NEW JERSEY: 0100210196 CALIFORNIA: SS

PAID IN FULL BY CREDIT CARD - FOR YOUR RECORDS ONLY

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

**February 9, 2016
9:00AM or shortly thereafter**

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

AGENDA

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

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

- 10:30 AM Regular Community Development monthly workshop
- 12:00 PM Elected Officials Meeting
- 2:30 PM Regular Prosecutor monthly workshop

Call to Order

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

CONSENT AGENDA (Items 1-6)

Department of Public Works

- 1) 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
- 2) Approve Amended Exhibit A to the Communications Facility Use Agreement No. C130034GSC with WA State Patrol

General Business

- 3) Approve transfer and disposal of inventory items for South District Court, WSU Extension, General Administration and the Commissioners' Office
- 4) Vendor Claims:
Warrants Numbered 130726 thru 130809 - \$199,385.27
- 5) Approve January, 2016 payroll: total employees – 175; total payroll – \$712,427.74
- 6) Approve regular meeting minutes of January 12, 2016

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of request to issue Call for Bids for the 2016 Chip Seal Program
- 8) Consider approval of request for additional computer workstation for Facilities Maintenance Department
- 9) Consider approval of request to publish Notice of Sale of Surplus Property in accordance with RCW 36.34

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 10) Consider approval of Training letter of Agreement with Hazelden Publishing for school based alcohol prevention curriculum

ITEMS REGARDING SHERIFF'S OFFICE

- 11) Consider award of RFP for Continuity of Operations/Continuity of Government Planning to BOLDPlanning and consider approval of Professional Services Agreement
- 12) Confirm Sheriff's signature on the Professional Services Agreement with Willapa Behavioral Health to provide a school and community based prevention consultant
- 13) Consider approval of request to purchase radio repeater for the jail

ITEMS REGARDING VEGETATION MANAGEMENT

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

ITEMS REGARDING BOARDS AND COMMISSIONS

- 15) Consider adoption of Resolution 2016-004 establishing regular meetings dates/times for the Pacific County Weed Board

ITEMS REGARDING GENERAL BUSINESS

- 16) Consider approval of request for temporary increase of James Worlton to 1.0 FTE for the month of March, 2016
- 17) Consider approval of Intergovernmental Cooperation Agreement with Pacific Conservation District

EXECUTIVE SESSION

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

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

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



REQUESTED MEETING DATE:

02/09/16

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

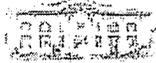
DISTRIBUTION LIST:

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| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Hampton Affiliates submitted Road Haul Permit No. 2016-2 and have requested continuation of the Surety Rider No. 929379236 in the amount of \$20,000. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:
 02/09/16

AGENDA REQUEST FORM

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

Agenda Item#: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Rayonier submitted Road Haul Permit No. 2016-9 and have requested Surety Rider Continuation No. 6264732 be accepted for the 2016 season. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



REQUESTED MEETING DATE:

02/09/16

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

Legal Required

OTHER: _____

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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Weyerhaeuser Columbia Timberlands submitted Road Haul Permit No. 2016-10 and have requested to extend their \$4,200 cash bond for the 2016 season. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:
02/09/16

AGENDA REQUEST FORM

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

Agenda Item#: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST TC&I Chinook Log Corporation c/o The Campbell Group LLC submitted Road Haul Permit No. 2016-7 for hauling and have requested continuation of Bond No. 929512727 in the amount of \$7,500. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:
02/09/16

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Sierra Pacific Industries submitted Road Haul Permit No. 2016-11 for hauling on Green Creek Road and have requested continuation of the \$17,500 cash bond they submitted for the 2008-2015 seasons. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

02/09/16

AGENDA REQUEST FORM

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

Agenda Item#: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Abston Hendricksen Land & Timber Co., Inc. submitted Road Haul Permit No. 2016-8 and provided a \$500 cash bond. Please approve this bond that was receipted on DPW receipt #56053. It will be held until the conclusion of their haul.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:
2/9/2016

AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nickolas Milton Assistant Telecomm Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nickolas Milton</i>	DATE: 2-3-2016

NARRATIVE OF REQUEST

For the Board's consideration is proposed Exhibit A for Washington State Patrol (WSP). WSP is requesting consent from Pacific County to install communication equipment at Holy Cross. Upon review of this request, we have determined it would benefit the county and has no significant impact on our tower. The added equipment at Holy Cross represents an increase of \$3257 annually.

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

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

Name of Contractor: Washington State Patrol

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Washington State Patrol Communications Facility Use Agreement No. C130034GSC

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

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

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(HOLY CROSS SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Each</u>	<u>Total</u>
1	2	MICROWAVE RADIO, TX/RX	\$1,507	\$3,014
2	1	4' MW DISH 85' AGL	\$1135	\$1135
3	1	4' MW DISH 78' AGL	\$1135	\$1135
4	1	2' MW DISH 62' AGL	\$568	\$568
5	1	STANDARD EQUIP. RACK SPACE	\$393	\$393
6	2	5 AMP 48 VDC CONTINUOUS SUPPLY	\$358	\$716
7	1	VHF TRANSCEIVER	\$1,680	\$1,680
8	1	VHF RECEIVER	\$840	\$840
9	1	VHF POLE ANTENNA 90' AGL	\$737	\$737
TOTAL ANNUAL RATE				<u>\$10,218</u>

Note: WSP's current facility use agreement dated 1/1/2012, will remain in effect. This Exhibit A supersedes the Exhibit A dated 6/12/2012 and becomes the new annual rate basis for this agreement.

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

**PACIFIC COUNTY
INTERAGENCY COMMUNICATIONS FACILITY USE AGREEMENT
HOLY CROSS SITE**

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

WHEREAS, Washington State Patrol, (LESSEE hereafter called WSP) is authorized to lease property pursuant to RCW 39.34 for highway patrol purposes and desires to lease a portion of Pacific County's Holy Cross communications site for wireless communications.

WHEREAS, COUNTY is the grantee of an Easement for a communications site and site access road from Rayonier Forest Resources, LP. (formerly known as, Rayonier Timberlands Operating Company, L.P.), No. 67481, dated March 25, 1996, commonly referred to as the Holy Cross site and is authorized by said Easement to sublease the site for state government purposes and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, COUNTY hereby enters into this Facility Use Agreement with WSP this 1st day of January, 2012.

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

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

2. **TERMINATION BY LESSEE:**

2.1 WSP shall have the right to terminate this agreement upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:

- If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of WSP's

equipment cannot be obtained, or if WSP determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.

- If WSP determines at any time that the premises are not appropriate for WSP's equipment for technological reasons, including, but not limited to, signal interference.
- If WSP's license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if WSP fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.
4. **PAYMENT:** WSP shall pay COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty (20%) percent.

6. **INDEMNITY:** Each party (the "Indemnitor") agrees to indemnify, defend, and hold the other party harmless from any liabilities or claims or injuries to property or persons on or about the premises which are occasioned by the use of the premises and caused by reason of the acts or omissions of the Indemnitor, its agents, contractors, licenses, employees, or invitees. Provided that if the claims for damages are caused by or result from the concurrent negligence of (a) COUNTY, its agents or employees; and (b) WSP, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnitor's agents or employees. If WSP requests proof of liability insurance by COUNTY, COUNTY shall provide evidence of such insurance. Currently COUNTY is insured by the Washington Counties Risk Pool.
7. **PREMISES:** COUNTY shall provide WSP tower and shelter space in addition to fenced security and access to the facility. WSP shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for WSP's exclusive use, are located on the following described land: Pacific County Property located at 46° 41' 43.0" North Latitude, 123° 46' 21.2" West Longitude (Holy Cross Site).
8. **EQUIPMENT:** WSP shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. WSP shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be ½" or larger jacketed solid sheathed transmission line.
- Cable shall be clamped to cable trays in accordance with existing methods.
 - Equipment shall be bonded to existing ground grid in accordance with applicable codes.
9. **INTERFERENCE:** WSP shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators,

combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on WSP's equipment, WSP shall cooperate; however, WSP shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Holy Cross Site predates the installation of WSP equipment at the Holy Cross Site).

10. **SECURITY AND MAINTENANCE**: The COUNTY shall provide security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to WSP. COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. WSP shall be responsible for maintenance of its facilities and equipment. In the event that COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, WSP shall notify COUNTY of such default and request cure within ten (10) days.

11. **ROAD ACCESS**: During the term of this Lease, County shall provide WSP with a non-exclusive right to use to existing access road for ingress and egress to the Holy Cross communications site over and across the location shown on Exhibit C and for the purpose of operating equipment used for the construction, operation, use and maintenance of WSP equipment installed at the Holy Cross communications site. COUNTY shall maintain the access road throughout the term of this Lease. If, during the term of this Lease, the existing road is destroyed or the rights to the road are

terminated or revoked, COUNTY will provide permanent replacement access adequate for all purposes stated herein.

12. **IMPROVEMENTS:** All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES:** If a tower or building is damaged or destroyed that contains equipment of WSP and COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then WSP shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by WSP, there shall be an equitable reduction of rent until the damage has been repaired.
14. **TAXES:** WSP agrees to pay COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by WSP there shall be an equitable reduction of rent until the damage has been repaired.
15. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by WSP shall be and remain the property of WSP and may be removed or replaced by WSP at any time from time to time, provided that WSP repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of WSP, or (ii) any entity which buys all or substantially all of the

assets of WSP used in connection with the operation of WSP. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

17. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.
18. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
20. **WAIVER OF SUBROGATION:** COUNTY and WSP hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.
21. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY (Lessor):

Pacific County Board of County Commissioners
PO Box 187
South Bend, WA 98586
Attn: Communications Engineer-DPW

If to WSP (Lessee):

Washington State Patrol
Budget and Fiscal Services – Contracts
210 11th Ave – Room 116
Olympia WA 98501
Attn: Contracts Manager

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS

12th of JUNE, 2012

WASHINGTON STATE PATROL

Signature

APPROVED AS TO FORM:

Shelley Williams 6/6/12
Shelley Williams, Assistant Attorney General

APPROVED AS TO FORM:

David T. Burke
David Burke, Pacific County Prosecutor

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

Lisa Myers
Chairperson

W. Bluff
Commissioner

Jon C. K
Commissioner

ATTEST:

Kathy Noren 5/22/12
Kathy Noren, Clerk of the Board

EXHIBIT A
 PACIFIC COUNTY, WASHINGTON
 (HOLY CROSS SITE)

Item No.	Quant.	Equipment List	Each	Total
1	2	MICROWAVE RADIO, TX/RX	\$1,507	\$3,014
2	1	4' MW DISH 85' AGL	\$1135	\$1135
3	1	4' MW DISH 78' AGL	\$1135	\$1135
4	1	2' MW DISH 62' AGL	\$568	\$568
5	1	STANDARD EQUIP. RACK SPACE	\$393	\$393
6	2	5 AMP 48 VDC CONTINOUS SUPPLY	\$358	\$716
TOTAL ANNUAL RATE				<u>\$6961</u>

EXHIBIT A AGREED TO:

LESSOR INITIALS JK n3CYA DATE 5/22/12
 LESSEE INITIALS RJM DATE 6/12/12

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

LESSOR INITIALS DATE
LESSEE INITIALS DATE



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

REQUESTED MEETING DATE:
 2/9/16

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>3</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT:
SIGNATURE:	DATE: 2/2/16
NARRATIVE OF REQUEST Confirm attached inventory transfers and disposal for Commissioners, General Administration, South District Court and WSU Extension. These changes will be reflected on 2015 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve transfer and disposal of inventory items for South District Court, WSU Extension, General Administration and the Commissioners' Office, in accordance with Personal Property Inventory Procedures	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3075	DEPT/OFFICE: Commissioners
EQUIPMENT DESCRIPTION: Computer Laptop, Dell Inspiron - Steve	LOCATION: Courthouse Annex
MODEL NUMBER: Inspiron 9400	SERIAL NUMBER: F83LYC1

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: 2015
TRANSFERRED FROM (DEPT/OFFICE): Commissioners TO (DEPT/OFFICE): DPW Computer Services

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on February 9th, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory _____
Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3295	DEPT/OFFICE: Commissioners
EQUIPMENT DESCRIPTION: Computer Laptop, Dell Latitude - Frank	LOCATION: Courthouse Annex
MODEL NUMBER: Latitude D830	SERIAL NUMBER: 4C7JPD1

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: 2015

TRANSFERRED FROM (DEPT/OFFICE): Commissioners TO (DEPT/OFFICE): DPW Computer Services

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on February 9th, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory _____
Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3067	DEPT/OFFICE: General Administration
EQUIPMENT DESCRIPTION: Chair w/Pivoting Arms - Kelli	LOCATION: Courthouse Annex
MODEL NUMBER: Internet Series	SERIAL NUMBER:

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: 2015	
TRANSFERRED FROM (DEPT/OFFICE): General Administration	TO (DEPT/OFFICE): DCD - Tim

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on February 9th, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory

Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3068	DEPT/OFFICE: General Administration
EQUIPMENT DESCRIPTION: Copier, Sharp AR-M237 Digital (Own)	LOCATION: Courthouse Annex
MODEL NUMBER: Sharp AR-M237	SERIAL NUMBER:

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: 2015	
TRANSFERRED FROM (DEPT/OFFICE): General Administration	TO (DEPT/OFFICE): DPW - Raymond Office

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on February 9th, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

2015 Inventory

Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>3058</u>	DEPT/OFFICE: <u>South District Court</u>
EQUIPMENT DESCRIPTION: <u>Dell Computer</u>	LOCATION: <u>Computer Services</u>
MODEL NUMBER: <u>GX 980</u>	SERIAL NUMBER: <u>G9R7LN1</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>1-14-16</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>South District Court</u>	TO (DEPT/OFFICE): <u>DCD</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

JAN 13 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Your request to <input type="checkbox"/> dispose <input checked="" type="checkbox"/> transfer the above referenced inventory item was <input checked="" type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on <u>2/9</u> , 20 <u>16</u> in accordance with Pacific County Personal Property Inventory Procedures.	
<i>* 2015 Inventory</i>	_____ Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 422	DEPT/OFFICE: WSU Extension
EQUIPMENT DESCRIPTION: Desk, Work Center/Station, Oak	LOCATION: Courthouse Annex
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

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

DISPOSAL

DISPOSAL DATE: 12/31/15	HOW DISPOSED: N/A
REASON FOR DISPOSAL: Doesn't need to be listed on inventory	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

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

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on 2/9, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory _____
Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3293	DEPT/OFFICE: WSU Extension
EQUIPMENT DESCRIPTION: Computer Laptop, Dell Inspiron 9400	LOCATION: Courthouse Annex - Toni
MODEL NUMBER: Inspiron 9400	SERIAL NUMBER: GMG11C1

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: Transferred in prior years per Toni	
TRANSFERRED FROM (DEPT/OFFICE): WSU Extension	TO (DEPT/OFFICE): DPW Computer Services

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.
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- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
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- 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 2/9, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory _____
Clerk of the Board

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

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.

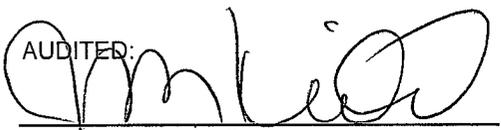
As of this date, February 9, 2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

130726 thru 130809 \$ 199,385.27

Warrants Dated: January 29, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED: 

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: JANUARY, YEAR OF 2016

TOTAL EMPLOYEES: 175

TOTAL PAYROLL: \$712,427.74

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___9th___day of February 2016

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board

RECEIVED
PACIFIC COUNTY

JAN 28 2016

GENERAL
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

6

PROCEEDINGS

9:00 AM
Tuesday, January 12, 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
Mary Goelz, Health & Human Services Department Director
Eric Weston, Chief Deputy Prosecutor

GENERAL PUBLIC IN ATTENDANCE

Paul Philpot, EDC Director

CONSENT ITEMS

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 Continuation Certificate Bond from Weyerhaeuser pertaining to
Road Haul Permit No. 2016-6**

Health & Human Services Department

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

General Business

**Approve December, 2015 payroll: Total # of employees: 173
total payroll \$703,884.90**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Vendor Claims:

Warrants Numbered 130250 thru 130336 - \$334,962.35

Warrants Numbered 130337 thru 130429 - \$140,622.70

Approve meeting minutes of December 8 and 22, 2015

Approve appointments to Boards/Commissions/Committees for the Board of County Commissioners for 2016

Approve transfer of computer workstations from Juvenile Court Services to Computer Services

Approve transfer of ergonomic chair from General Administration to Superior Court

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve purchase of 48 VDC battery set at KO, replacement of roof at Naselle, and three radios for the Naselle, KO, and North Cove sites in an amount not to exceed \$66,000 subject to adequate budget appropriations and in accordance with RCW 36.32.245

Approve purchase of support plan for IP telephone system from Cerium Networks in the amount of \$15,108.60 for two years, subject to adequate budget appropriations (*Other bids were received from nacr in the amount of \$18,484.48 and from Altura in the amount of \$21,845.32*)

Approve the 2016 Bruceport Park Maintenance and Operation Contract with Jim & Janelle Long, subject to adequate budget appropriations and submission of required proof of insurance

Approve issuance of department credit card, setting the limit of \$1,000 and an individual card, setting the limit of \$5,000, in accordance with the Credit Card Policy (Resolution 2013-013)

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve request to advertise and hire 2016 Litter Crew Supervisor, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve request from Shelley Carter, Public Health Nurse for voluntary reduction in FTE to 0.6, effective February 1, 2016

Approve hire of Alycia Johnson, Public Health Nurse, Grade 13 Step1, at 0.8 FTE, effective January 11, 2016, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve one additional telephone extension in the amount of \$40 per month, to be paid from Justice and Mental Health Collaboration Program Grant, subject to adequate budget appropriations

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve purchase of two Dell computer workstations from state bid in an amount not to exceed \$2,631.30, subject to adequate budget appropriations

ITEMS REGARDING COUNTY FAIR

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

Approve the 2015-2016 Winter Storage Agreements from Randy Apperson, Tom Apperson, Chad Buchanan, Eric Carlson, Travess Forbush, Tom Gradt, David McAllister, Duane Olive, Tom Schwiesow, Gary Spray, and Todd Strozyk and authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Kathy Zeigler to vacant position on the Fair Board, effective immediately

Approve the appointment of James Clancy to vacant position on the Flood Control Advisory Board, effective immediately

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING GENERAL BUSINESS

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

Approve Contract for Services with the Joint Pacific County Housing Authority for low incoming housing services for 2016 in the amount of \$168,000

Approve submittal of amicus briefing request to WSAC for amicus briefing

Adopt Resolution 2016-001 re-establishing a vendor list procedures for purchasing of materials, equipment, supplies and services pursuant to Chapters 36.32.245 and 39.04.190 RCW

Adopt Resolution 2016-002 amending the County Wide Procurement Policy and repealing Resolution 2013-034

Adopt Resolution 2016-003 in the matter of amendments to the fiscal year 2015 budget by appropriation transfer

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve qualifying FMLA and authorize Leave Credit Transfers, assigning an expiration date of May 31, 2016

Approve the Digital Submittal Certification of the 2016 Road Levy Certification to the County Road Administration Board and authorize Chair to sign

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 130430 thru 130488 in the amount of \$172,246.72, subject to adequate budget appropriations

EXECUTIVE SESSION - None

MEETING CLOSED – 9:21AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

OTHER BUSINESS FOR FILING

Notice received from Stephanie Fritts, Emergency Management Director regarding termination of Samantha Anderson, effective January 5, 2016.

Notice received from the WA State Liquor and Cannabis Board regarding license expirations for Willapa RV Park, Peninsula Golf Course, Hoff Brother's Enterprises, Surfside Golf, Short Stop Store-n-Deli, and The Sou' Wester.



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:

2/9/16

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE: <i>Michael Collins</i>	DATE: <u>2-01-16</u>
NARRATIVE OF REQUEST	
<p>Requesting permission to advertise for the purchase of chip rock for the 2016 Chip Seal Program. This purchase is budgeted in the 2016 maintenance budget. Opening date would be March 3, 2016. (Quantities memo is attached)</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approval issuance of Call for Bids for the 2016 Chip Seal Program and assign the bid opening for March 3, 2016 at 9:00AM and award of the contract at the meeting of March 8, 2016</p>	



COUNTY OF PACIFIC

Department of Public Works

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

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

Pacific County is an Equal Opportunity Employer

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

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

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: January 26, 2016

TO: Board of County Commissioners

FROM: Mike Collins, Director/County Engineer

CC: Andi Harland

RE: **Request to Advertise for Chip Rock Bid No. 2016-01**

The Department of Public Works requests permission to advertise for the purchase of chip rock for the 2016 chip seal program.

Public Works requests the bid opening date be set for Thursday, March 3, 2016, at 9:00 AM with award of the contract at the regular Tuesday, March 8, 2016 Commissioners Meeting.

NORTH COUNTY	QUANTITY
Willapa Stockpile	2200 tons

SOUTH COUNTY	QUANTITY
PCAF Stockpile	1000 tons

Unit price includes haul.

This purchase is budgeted in the 2016 maintenance budget.

Thank you for your consideration.

2016 CHIP ROCK PLANHOLDERS LIST

Company Name	Mailing Address	City	State	Zip	Phone No.	Fax No.	Date Mailed
CONT Naselle Rock and Asphalt	PO Box 5	Naselle	WA	98638	360-484-3443	360-484-7102	
CONT Northwest Rock, Inc.	642 Newskah Rd	Aberdeen	WA	98520	360-533-3050	360-533-3274	
CONT Lodestone Quarry	PO Box 308	Bay Center	WA	98527	360-942-8822	360-875-6757	
Mike Collins	DPW						
Marie Guernsey	BOCC						

BEFORE THE BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

BID NO. 2016-01

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County Commissioners to call for bids for **"CHIPROCK – BID NO. 2016-01"**. Scaled bids will be received until the hour of **9:00 AM on Thursday, March 3, 2016** in the Commissioners' Office of the Pacific County Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586 and then opened and read aloud.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

The Clerk of the Board is directed to advertise for bids and the County Director of Public Works/County Engineer is directed to prepare specifications for the above **"CHIPROCK – BID NO. 2016-01"**.

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

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Attest:

Commissioner

Clerk of the Board

Commissioner

PUBLIC NOTICE

CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners' and the Director of Public Works/County Engineer, or designee, in the Commissioners' Office at the Pacific County Annex Building at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of **9:00 AM** or as soon as possible thereafter, on **Thursday, March 3, 2016:**

**"CHIP ROCK
BID NO. 2016-01**

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time will not be considered.

Bid proposals shall be clearly marked **"CHIP ROCK BID NO. 2016-01"** together with the name and address of the bidder on the outside of the envelope.

Specifications and proposal forms must be secured from the Department of Public Works, PO Box 66, South Bend, WA 98586-0066, Telephone (360) 875-9368 or (360) 642-9368.

Pacific County reserves the right to reject any or all bids or waive any or all regularities.

DATED this 26th day of January 2016.

Marie Guernsey
Clerk of the Board



COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066
Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

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

INVITATION TO BID

BID NO. 2016-01 **CHIP ROCK**

DATE: January 26, 2016

TO: ROCK SUPPLIERS

Pacific County is currently calling for Chip Rock bids. Since you have either supplied or contacted us to supply this type of material in the past, the enclosed bid documents are being forwarded to you by fax and regular mail for your convenience.

This year, Pacific County will guarantee a minimum award quantity of 3200 tons. The actual quantity, determined by the purchase order to the successful bidders, may exceed the minimum quantity listed.

As a reminder to anyone bidding, please do not forget the bid surety with your proposals. And, if you are providing more than one proposal, the bid bond or surety must be based on 5% of your highest bid amount.

If you have any questions regarding this bid or the procedure, please contact Michael Collins at (360) 875-9368 or (360) 642-9368.

Sincerely,

Michael Collins, P.E., P.L.S
Director/County Engineer

INVITATION TO BID

BID OPENING DATE: Thursday, March 3, 2016
TIME: 9:00 AM
LOCATION: OFFICE OF THE CLERK OF THE BOARD
ANNEX BUILDING
1216 W ROBERT BUSH DRIVE, SUITE F
SOUTH BEND, WA 98586
BID TITLE: CHIP ROCK
BID NO.: 2016-01
DEPARTMENT: PUBLIC WORKS

1. NOTICE TO ALL BIDDERS

You are hereby notified that it is Pacific County's intent to establish a standard of quality and performance by use of these specifications and not an attempt to limit competition. You are, therefore, encouraged to bid at variance with those specifications which you considered immaterial to the overall operation and performance. Pacific County Department of Public Works reserves the right to include in their analysis of responsible bidders, the past and/or anticipated performance of either the bidder or the product being bid. NOTE: A response is required to the OFFERED column for each item described. Use the terms "as specified" or "exceeds specifications" or like phrases when applicable. If variances are being bid, this must be shown on these specifications. Describe the variance in detail in the OFFERED column or on attached sheets. Attached descriptive materials may be referred to, but cannot be accepted as a variance unless specifically noted on the Bid Proposal and on these Technical Specifications.

2. INTERLOCAL COOPERATIVE ACT

Political subdivisions of the State of Washington are allowed to purchase from Pacific County bids in accordance with RCW 39.34 Interlocal Cooperative Act. Bidder agrees to sell at the same price, terms and conditions, subject to seller's approval at the time of the requested sale.

3. INSTRUCTIONS TO BIDDERS

PROPOSAL Proposals must be enclosed in a sealed envelope and mailed or delivered to the **Office of the Clerk of the Board, PO Box 187, South Bend, WA 98586-0187 or 1216 W. Robert Bush Drive, South Bend, WA 98586**. The outside of the envelope shall plainly identify the subject of the bid and the bid number. All proposals must be clearly and distinctly typed or written with ink or indelible pencil. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw his proposal. All Fax requests from the Bidder must be received prior to the scheduled closing of the bidding.

No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or his authorized representative. All proposals must be on the form furnished by Pacific County

or they may be rejected by Pacific County. Where plans and specifications are attached to the proposal and request an offer comment, they are to be returned by the Bidder with the proposal.

Proposals will be received at one of the following locations, before the specified bid opening time:

- A. Proposals delivered by the US Postal Service must be delivered to the US Post Office to PO Box 187, South Bend, WA 98586-0187, prior to normal closing time of the last business day preceding the date of proposal opening.
- B. Proposals will be received by special delivery to the Clerk of the Board of Pacific County Commissioners in the Pacific County Courthouse Annex at 1216 W. Robert Bush Drive, South Bend, WA 98586, until the time and date of the bid opening. Any proposals received after that time shall be null and void and shall be returned to the Bidder.

4. ALTERATION OF PROPOSAL

Prior to bid opening, a Bidder may FAX any modification to their bid that does not alter their unit cost. Modifications that affect the unit price must be presented in a sealed envelope prior to the opening. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Pacific County will prevail.

5. LATE PROPOSALS

Proposals received after the scheduled closing time for filing are not to be considered and without further process, returned.

6. MODIFICATION OF PROPOSAL

Pacific County will consider any modification to a successful Bidder's proposal that makes the terms of the bid more favorable or advantageous to Pacific County. To be effective, every modification must be made in writing over the signature of the Bidder.

7. INVESTIGATION

The Bidder shall make all investigations necessary to inform him/her regarding the item or items to be furnished.

8. IMMATERIAL VARIANCES

Pacific County reserves the right to determine if equipment or materials which comply substantially, but not entirely, in quality and performance with the specifications are acceptable to Pacific County, and if any variance listed by the Bidder in this proposal is material or immaterial.

9. FIRM PRICE CLAUSE

The prices submitted will be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices will govern.

10. DISCOUNTS

There are no discounts associated with this bidding package.

11. BID/PERFORMANCE SURETY

A bid deposit as a surety bond, postal money order, cash, certified check or cashier's check in an amount of five (5%) percent of the unit price is required. Bid surety for the successful Bidder will be retained and released upon Pacific County's acceptance of the equipment/material purchased pursuant to this bid.

12. TAXES

Pacific County is required to pay Washington State Sales or Use Tax. Tax shall be shown separate from the bid, and is not a factor for award. Pacific County is exempt from Federal Excise and Transportation taxes.

13. BASIS OF AWARD

Pacific County will award to the most responsible Bidder submitting the most advantageous bid based on the minimum quantity. The most advantageous bid is determined from unit price, availability, product performance, and transportation costs. Pacific County reserves the right to reject bids in whole or in part, and to waive irregularities not affecting substantial rights.

14. COST OF PROPOSAL

This invitation to bid does not commit Pacific County to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

15. CONFLICT OF INTEREST

A bidder filing a proposal thereby certifies that no officer, agent or employee of Pacific County who has a pecuniary interest in this bid has participated in the contract negotiations on the part of Pacific County that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

SPECIAL CONDITIONS

16. SILENCE OF SPECIFICATIONS

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point, should be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. Any exception to this specification is cause for rejection.

17. STANDARD OF QUALITY

All material offered against this specification shall be of the highest quality as offered to the trade in general.

18. QUANTITIES

Due to budget and expected high oil cost, the quantity of aggregate may vary. However, for the Bidder to provide competitive bidding, Pacific County will at least guarantee purchase of a minimum quantity.

19. MULTIPLE PROPOSALS

Bidders may submit more than one proposal. However, each proposal package must be complete in every respect and include a Proposal Page and all specifications, and be individually marked as "Proposal One", "Proposal Two" etc.

20. BID QUESTIONS

For questions regarding the bid instructions, specifications or proposal, please call (360) 875-9368 or (360) 642-9368, referencing the specific bid.

21. PREVAILING WAGE RATES

The vendor is exempt from paying prevailing wage rates for this proposal to provide material at the per ton rate.

LAWS TO BE OBSERVED

Comply with all laws, ordinances, and regulations – Federal, State, or Local – that affect work under the contract. Indemnify and save harmless Pacific County against any claims that may arise because the Contractor (or any employee of the Contractor or subcontractor) violated a legal requirement.

RESPONSIBILITY FOR DAMAGE

The County, Board of County Commissioners, County Engineer and all officers and employees of the County will not be responsible, in any manner, for any loss or damage that may happen to the work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the work, or before final acceptance.

Subject to the limitations in this section, the Contractor shall indemnify, defend and save harmless the County, Board of County Commissioners, County Engineer, and all officers and employees of the County from all claims, suits, or actions brought for injuries to, or death of, any person or damages resulting from construction of the work or in consequence of any negligent

action regarding the work, the use of any improper materials in the work, caused in whole or in part by any action or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the County may retain so much of the money due the Contractor as deemed necessary by the County Engineer to ensure indemnification until disposition has been made of such suits or claims.

The Contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur because of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

COUNTY ENGINEER

When referenced, it shall mean the County Engineer for Pacific County or his or her appointed representative.

CONTRACTUAL COMMITMENT

Both Pacific County and the successful Bidder agree that terms herein stated become the contract when Pacific County issues the purchase order, and the Bidder accepts the purchase order and initiates manufacturing and supplying material.

SUBCONTRACTING

A Subcontractor will not be permitted to perform any work under the contract until the Prime Contractor completes and submits the following document to the County Engineer: Request to Sublet Work (Form 421-012). Before work under a subcontractor can begin, the County Engineer must approve the request.

The payment of any estimate or retained percentage shall not relieve the Contractor of the obligation to make good any defective work or materials.

RESOLVING DISPUTES

If disputes occur during a contract, the Contractor shall pursue resolution through the County Engineer.

If a disagreement arises with anything required in a change order, another written order, or an oral order from the County Engineer, including any direction, instruction, interpretation, or determination by the County Engineer, the Contractor shall:

1. Immediately give a signed, written notice of protest to the County Engineer or the County Engineer's field inspectors before doing the work;
2. Supplement the written protest within 15 calendar days, with a written statement providing the following:
 - a. The date of the protested order;
 - b. The nature and circumstances causing the protest;
 - c. The contract provisions that support the protest;
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined; and
 - e. Any analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
3. If the protest is continuing, the information required above, shall be supplemented as requested by the County Engineer. In addition, the Contractor shall provide the County Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, keep complete records of extra costs and time incurred. The Contractor shall permit the County Engineer access to these and any other records needed for evaluating the protest. The County Engineer will evaluate all protests provided the procedures in this section are followed. If the County Engineer determines that a protest is valid, the County Engineer will adjust payment for work or time by an equitable adjustment in accordance with the section on Equitable Adjustment. The County Engineer will evaluate extensions of time. Adjustment will not be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the County Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it; (2) writing a separate acceptance; or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section, shall be full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays, related to any work either covered or affected by change.

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the County Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

By failing to follow the procedures of this section, and the section of claims, the Contractor completely waives any claims for protested work.

EQUITABLE ADJUSTMENT

The equitable adjustment shall be determined in one or more of the following ways:

1. If the parties are able to agree, the price will be determined by using:
 - a. Unit prices; or
 - b. Other agreed upon prices.
2. If the parties cannot agree, the County Engineer's price will be determined by using:
 - a. Unit prices; or
 - b. Other means to establish costs.

The following limitations shall apply in determining the amount of equitable adjustment:

1. The equipment rates shall be actual cost, but shall not exceed the rates set forth in AGC/WDOT Equipment Rental Agreement in effect at the time the work is performed.
2. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.

CLAIMS

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all the means provided in the section "Resolving Disputes", the Contractor may file a claim as contained herein.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Obtain and maintain in full force and effect during the term of the contract, public liability and property damage insurance with insurance companies or through sources approved by the State Insurance Commissioner, pursuant to Title 48 RCW.

When the Contractor delivers the executed proposal for the work to the Contracting Agency, it shall be accompanied by a Certificate of Insurance (or a Certificate and a Binder) for a primary policy of Comprehensive General Liability Insurance, meeting the requirements set forth hereinafter. The insurance policy provided must be on a per occurrence basis; no claims made policy will be accepted. The insurance provided must be with an insurance company with a Best Rating of B+7 or equivalent. The Contracting Agency reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance. Failure of the Contractor to fully comply during the term of the Contract with these requirements will be considered a material breach of contract and shall be cause for immediate termination of the Contract at the option of the Contracting Agency.

The policy of insurance shall specifically name the Contracting Agency and any other entity specifically required by the Contract Provisions, as an additional insured. The Contracting Agency shall be given 20 days prior written notice of any cancellation, reduction or modification of the insurance.

The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency. Insurance shall provide coverage to the Contractor, all subcontractors, and the Contracting Agency. The coverage shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or the subcontractor, or by anyone directly or indirectly employed by either of them.

Upon request, the Contractor shall forward to the Contracting Agency the original policy, or endorsement obtained, to a Contractor's policy currently in force.

COVERAGES

The insurance shall provide the minimum coverage set forth bellow:

- a. Extended Bodily Injury;
- b. Employees as Additional Insured;
- c. Premises/Operations Liability (M&C);
- d. Owners and Contractors Protective Liability;
- e. Products and Completed Operations Liability (through guaranteed period);
- f. Blank Contractual Liability
- g. Broad Form Property Damage Liability
- h. Personal Injury, including coverage A, B, C, with no employee exclusions;
- i. Stop Gap or Employers Contingent Liability;
- j. Automobile Liability, including coverage for owner, non-owned, leased or hired vehicles;
- k. Explosion, Collapse, Underground Damage (XCU), as applicable.

LIMITS

All coverage combined single limit:
\$1,000,000 per occurrence, nondeductible.

Providing coverage in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

APPLICABLE LAW AND VENUE

This contract is construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of accidents arising from this contract shall be in Pacific County Superior Court.

For convenience of the parties to this contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Contracting Agency arising from this contract shall be brought within 180 days from the date of Final Acceptance of the Contract by the Contracting

Agency. The parties understand and agree that the Contractor's failure to bring suit within the time period provided should be a complete bar to any such claims or causes of action.

It is further mutually agreed by the parties that when any claims or causes of action, which a Contractor asserts against the Contracting Agency, arising from this contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or actions.

DRUG FREE WORK PLACE POLICY

As Pacific County subscribes to a "Drug Free Work Place Policy" and a "Fit for Work Policy", all independent contractors delivering aggregate to Pacific County are required to submit to self certification that drug and alcohol testing is being performed and in compliance with Federal Highway Administration Rules. That certification shall summarize procedures being used and shall be signed by the individual managing the program and notarized.

DESCRIPTION OF WORK

The specification defines aggregate used for Light Bituminous Surface Treatment (LBST) with CRS-2P grade paving oil. The successful Bidder will provide the product and deliver the material to the designated stockpile sites.

IN VENDOR'S STOCKPILE

The vendor will manufacture and stockpile the product at their facility. It is understood that should aggregate fail to meet specification at anytime prior to transport, it remains rejected until corrective measure bring the aggregate back into specification.

The Bidder will, as incidental to the unit price, provide loading and scale services. Contamination of the aggregate in the loading process is reason for rejection, and trucks must be loaded to reasonably maximize their gross capacity.

PRODUCTION FROM QUARRY AND PIT SITES

This work shall be performed in accordance with Division 3 of the WSDOT Standard Specifications 3-01 through 3-01.6.

MATERIAL SPECIFICATION

Chip seal rock ½" to #4 shall be manufactured, in accordance with the requirements of the 2014 WSDOT Standard Specifications Section 9-03.4(2).

STOCKPILING AGGREGATES

All stockpiling activities shall be performed in accordance with WSDOT Standard Specifications Article 3-02 through 3-02.5. The supplied material will not haul from a belt-generated stockpile. Material must be (1) stockpiled in accordance with the above-mentioned specification; or (2) must be delivered to the designated stockpile sites. Pacific County will provide a loader and operator at the stockpile sites to shape the piles.

NORTH COUNTY	QUANTITY	ADDRESS
Willapa Stockpile	2200 tons	Willapa Road
Total tons for No. Co.	2200 tons	

SOUTH COUNTY	QUANTITY	ADDRESS
PCAF Stockpile	1000 tons	7013 Sandridge Road
Total tons for So. Co.	1000 tons	

CONTROL OF MATERIAL

Promptly after receiving the contract award, the Contractor shall notify the County Engineer of all proposed material sources. If approved sources are unable to provide acceptable or uniform products, the Contractor shall locate other sources and obtain approval for them. All materials and articles incorporated into this contract:

1. Shall meet the requirements of the contract and be approved by the County Engineer.
2. May be inspected or tested at any time during their preparation and use.
3. Shall be rejected if they become out of compliance by contamination before transport.

ACCEPTANCE OF MATERIALS

Samples and Tests for Acceptance All field and laboratory materials testing by the County Engineer will follow methods described in the Contract documents and in the Washington State Department of Transportation Laboratory Manual.

MEASUREMENT

Measurement for "Aggregate" shall be per ton.

TIME FOR COMPLETION

The vendor shall have the full quantity of aggregate processed and delivered no later than June 1, 2016.

PAYMENT

The unit price for "Aggregate", per ton, shall be full compensation for all work to produce the aggregate, but not limited to: stockpiling at a contractor provided site, loading into trucks and maximizing truck weight, weighing the trucks on certified scales, weight tickets, all permits required by Department of Natural Resources or other agencies, and reclamation and cleanup of the pit and stockpile site, it required.

Monthly progress invoices must include the following information to qualify for prompt payment:

1. Date;
2. Truck number;
3. Daily tare weight for each truck;
4. Weight ticket number;
5. Gross load and net load;
6. Daily tonnage total;
7. Invoice tonnage total.

**PROPOSAL FOR
CHIP ROCK BID NO. 2016-01**

FROM: _____
(Name of Company)

Bid Opening: Thursday, March 3, 2016 at 9:00 AM

Location: Office of the Clerk of the Board, Courthouse Annex, South Bend, WA

PROPOSAL INSTRUCTIONS

1. All bids submitted shall use this proposal form, signed and dated by a company representative.
2. The proposal form must be accompanied with a proposal guarantee in the amount of five (5%) percent of the largest award the vendor will accept.
3. Unit prices for all items, all extensions, and total amount of bid should be shown.
4. Pacific County will award this proposal based on the best value to the County and will award the entire quantity for North County to the same vendor.
5. The unit costs in the Material Section shall remain in effect until December 31, 2016.
6. **North County will be AWARDED as a WHOLE .**
7. **Individual Unit Costs Per Site WILL NOT be evaluated.**

Item	Quantities	Description	Amount (exclusive of Sales Tax)
1	2200 tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to North County Site, Willapa Stockpile	
1	1000 tons South County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to South County Site, PCAF Stockpile	

The undersigned hereby certifies that they have examined and thoroughly understand the specifications, work, and contract terms embraced in this proposal, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this "Proposal".

Signature of Agent and Date	Telephone Number
Mailing Address	Fax Number
City, State, Zip	Plant Site Manufacture Product



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:
2/9/16

AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): General Fund/Facil
OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager	PHONE / EXT:
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Request to add re-purposed computer to the Facilities Maintenance Department. Budget impact will be \$1,300 per year.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the assignment of a re-purposed computer workstation for Facilities Maintenance Department, subject to adequate budget appropriations	



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:
02/09/16

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Milne Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 2-01-16
NARRATIVE OF REQUEST Attached for your consideration is a Public Notice for Sale of Surplus Property - Milne Rock Pit. In accordance with RCW 36.34.030, the notice shall be published and posted.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve publishing a Notice of Sale of Surplus Property in accordance with RCW 36.34 pertaining to the Milne Rock Pit and authorizing a public hearing to be held at 10:00AM or as soon thereafter as possible on Tuesday, March 8, 2016	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

PUBLIC NOTICE

SALE OF SURPLUS PROPERTY

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a Public Hearing for consideration of the sale of surplus county property in accordance with RCW 36.34.

The county property being considered for sale is the 'MILNE ROCK PIT' located south of South Bend off the South Bend-Palix County Road.

Said hearing will be held on Tuesday, March 8, 2016, at 10:00 A.M. or as soon thereafter as possible, in the Commissioners' Meeting Room of the Pacific County Courthouse Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586.

Interested parties are encouraged to attend this hearing and offer comments for and/or against this proposed sale of County property. At the conclusion of this hearing, the Board will decide to either retain the property or schedule the property for sale.

Aides for those with visual or hearing impairments may be made available upon request by contacting the Commissioners' Office at least seven (7) days prior to this hearing at PO Box 187, South Bend, WA 98586. Phone: 360/875-9337, or TDD 360/875-9400. The facility is considered "barrier free" and accessible by those with physical disabilities.

DATED this _____ day of _____, 2016.

Marie Guernsey, Clerk of the Board

PUBLISH: 2 TIMES
POST



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:
2/9/2016

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

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: 2/3/2016
NARRATIVE OF REQUEST Requesting approval and signature of training letter of agreement with Hazelden Publishing. Hazelden will be providing training for new facilitators of the Project Northland Curriculum on March 1st and 2nd. Project Northland is system of multi week school based alcohol prevention curriculum which is taught to 6th, 7th, 8th, and 9th graders. Locally, elements of Project Northland are provided by the health dept at the Naselle, South Bend, Willapa Valley, and Raymond school districts. The training will be provided to members of the health department staff, local teachers, and others who may be interested in becoming certified to teach the curriculum. We received a community based prevention grant from DSHS-Division of Behavioral Health & Recovery to pay for this training as well as implementation at the above mentioned districts. Total cost of the training is: \$4200 for trainer fees plus an estimate \$1500 for travel expenses. A supplemental will be submitted to reflect both the new revenue coming in to fund this, and also the expense. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u> Approve Training Letter of Agreement with Hazelden Publishing for school based alcohol prevention curriculum and authorize Director to sign	

Name of Contractor: Hazeldon Publishing

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

This is considered sole source as Hazeldon is the only provider of the Project Northland Training.

TOTAL COST/AMOUNT (include sales & use tax): \$5700

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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:

TRAINING LETTER OF AGREEMENT

February 3, 2016

Bill to:
Client: Pacific County Health and Human Services
Attention: Kathy Langbraaten
Address: PO Box 26
South Bend, WA 98586

Ship to:
Client: Pacific County Health and Human Services
Attention: Carly Castaneda
Address: PO Box 26
South Bend, WA 98586

Project Manager: Jennifer Urciaga (phone) - 651-213-4875 jurciaga@hazeldenbettyford.org

Title of Training: *Project Northland Training*

Date of Training: March 1-2, 2016

Training Schedule: 8:00am – 4:00pm each day

Location of Training: South Pacific County Building
7013 Sandridge Rd.
Long Beach, WA 98631

Number of Participants: Up to 30

Audiovisual Equipment: LCD projector, screen, flipchart with markers or whiteboard with markers

Financial Summary:

Client will pay the following fees:

Training Fee:	\$4,200.00
Travel Expenses estimated at:	\$1,500.00**
TOTAL:	\$5,700.00

NOTE: Travel expenses will be billed at the actual cost incurred. This may include airfare and airport parking, ground transportation and/or rental car, lodging and meals. We make every effort to obtain the most cost-effective travel arrangements available.

The following describes the expectations and obligations between **Hazelden Publishing** and **Pacific County Health**.

Hazelden Publishing will provide:	Pacific County Health and Human Services will provide:
<ul style="list-style-type: none"> • Trainer • All participant training materials – to include: <ul style="list-style-type: none"> • Participant training manuals and handouts • Certificates of completion • Evaluations • Sign in sheets • Name tags 	<ul style="list-style-type: none"> • Recruitment and registration of participants • Hazelden one copy of any promotional materials developed • A training facility to accommodate the total number of participants • The training facility set up classroom style, 60 minutes prior to the training start time • Audio-visual equipment, as described above • Break food, beverages and lunches, as needed • Necessary curriculum for participants to satisfactorily complete the training (1 set of curriculum per 2 people minimum) • Purchase curriculum a minimum of three (3) weeks prior to the training

Terms and Conditions

Payment for services, materials, and travel will be invoiced at the completion of the training.

Should circumstances dictate you might need to cancel this training, you may incur a cancellation fee to cover any prepaid expenses for development time, materials, trainer fees and non-refundable travel arrangements.

Hazelden reserves the right to substitute trainers at any time during the period of this Letter of Agreement.

Hazelden reserves the right to cancel or postpone this training due to circumstances beyond Hazelden's control. Examples of these circumstances may include but are not limited to a death or medical emergency in our trainer's family, inclement weather that delays travel or puts our trainer in harms way, or any natural disaster affecting all parties involved.

Modifications to this Letter of Agreement can only be made with the written authorization of both parties.

All fees and trainer availability are guaranteed only for the dates specified.

This Letter of Agreement accurately reflects the working relationship between **Hazelden Publishing** and **Pacific County Health and Human Services**.

 Pacific County Health and Human Services

 Jennifer Urciaga
 Hazelden Publishing

 Date

 Date

Hazelden Federal ID #: 41-0682405
Make your check payable to Hazelden.

Mail to Hazelden, PO Box 176 – RW11, Center City, MN 55012



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

REQUESTED MEETING DATE:

02/09/2016

AGENDA REQUEST FORM

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

Agenda Item#: 11

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director PHONE / EXT: 360-875-9338

SIGNATURE:  DATE: 02/02/2016

NARRATIVE OF REQUEST
 Request approval of selection of BOLDplanning as consultant to prepare the Continuity of Operations Plan as outlined in Request for Proposal. Also request approval of contract with BOLDplanning and request chair to sign.

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

Award the Request for Proposal for Continuity of Operations/Continuity of Government Planning to BOLDPlanning and approve the Professional Services Agreement for the COOP Planning

**PACIFIC COUNTY
PO BOX 187
SOUTH BEND, WA 98586**

**CONTINUITY OF OPERATIONS PLANNING (COOP)
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement") dated this ___ day of _____, 2016 is between Pacific County (County), 300 Memorial Drive, South Bend, WA 98586 and BOLDPlanning (Consultant), 4515 Harding Pike Suite 325, Nashville, TN 37205.

TYPE OF AGREEMENT: Professional Services Agreement – Continuity of Operations Planning

Whereas, Consultant is in the business of providing certain consulting services and is willing to provide such services to Pacific County; and

Whereas, Pacific County desires to utilize Consultant's services as provided for herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

2. Scope of Work

Consultant shall provide the services set forth in Appendix B, attached hereto and incorporated herein by reference ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

3. Period of Performance

The period of this Agreement shall be one year(s) from the signing of this Agreement and may be renewed for successive 1-year periods subject to adjustments of costs and fees to be agreed upon in writing.

4. Fees and Payment

In consideration of Services performed hereunder, Pacific County shall pay Consultant in accordance with Appendix C.

Initials ___/___

Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5. Notice

Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, UPS or Federal Express, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

Stephanie Fritts, Director Pacific County Emergency Management Agency	Peter Hodes BOLDplanning
PO Box 27	4515 Harding Pike Suite 325
South Bend, WA 98586	Nashville, TN 37205
Phone: 360.875.9340	Phone (615) 469-5558
Fax: 360.875.9342	
Email: sfritts@co.pacific.wa.us	Email: fulton@boldplanning.com

Initials ___ / ___

6. Entire Agreement

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

In Witness Whereof, Pacific County and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

For Pacific County:

For BOLDplanning:

Frank Wolfe, Chair Pacific County
Board of County Commissioners

Peter Hodes, CEO

Steve Rogers, Commissioner
District 1

Lisa Ayers, Commissioner
District 3

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney

Initials ___ / ___

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES. Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. Consultant makes no other warranties, express or implied, except as specifically set forth in this agreement.

2. PACIFIC COUNTY RESPONSIBILITIES. PACIFIC COUNTY shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. Time is of the essence.

To the extent PACIFIC COUNTY has access to information relating to the Services to be performed, PACIFIC COUNTY shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. Consultant shall be entitled to rely upon the Information provided by the PACIFIC COUNTY or PACIFIC COUNTY's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. PROPRIETARY INFORMATION/PUBLIC RECORDS ACT. This agreement is subject to the Public Records Act governed by RCW 42.56.

Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.

Initials ___/___

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

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.

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.

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed ("Deliverables") shall be the property of PACIFIC COUNTY. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of PACIFIC COUNTY. PACIFIC COUNTY shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from PACIFIC COUNTY's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to PACIFIC

Initials ___ / ___

COUNTY. At PACIFIC COUNTY's request and expense, Consultant will assist PACIFIC COUNTY in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, PACIFIC COUNTY acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and PACIFIC COUNTY agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

7. INDEMNIFICATION. Each Party (the "Indemnified Party"), its officers, directors, agents, and employees harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or damages arising by reason of bodily injury, death or damage to a third party's tangible property sustained by any person or entity (whether or not a party to this Agreement) caused by or attributable to an action of gross negligence or willful misconduct of the Indemnifying Party or an officer, director, agent or employee of Indemnifying Party.

8. ACCEPTANCE. PACIFIC COUNTY shall have twenty-one (21) days from the date each deliverable is made to PACIFIC COUNTY to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by PACIFIC COUNTY, shall be deemed accepted.

9. PAYMENT TERMS. Detailed invoices (travel, supplies, labor) will be submitted at the completion of each Deliverable and are due upon receipt. The total of invoices shall not exceed \$16,850.00. Timely payment is a material part of the consideration for the performance of the Services. Time is of the essence.

In the event that invoicing or payment has not occurred in accordance with the terms of this Agreement, in addition to any other remedy, which County or Consultant may have under law or equity, County or Consultant may stop work immediately, without further duty, obligation, and/or liability.

10. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that PACIFIC COUNTY may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not be required to perform the Services to the extent that such performance exceeds the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement.

Initials ___ / ___

11. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

6. LIMITATIONS OF LIABILITY. In no event shall consultant be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this agreement, even if advised of the possibility of such damages.

7. 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.

8. HEALTH & SAFETY. PACIFIC COUNTY shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

9. CONFLICT OF INTEREST. PACIFIC COUNTY acknowledges that the Consultant provides similar services for a broad range of other organizations and jurisdictions and agrees that Consultant shall be free to work for other organizations and jurisdictions in matters that do not involve the use of any Proprietary Information that has been disclosed by PACIFIC COUNTY under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to PACIFIC COUNTY under this Agreement.

10. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable

Initials ___ / ___

control of the claiming party. For the duration of this Agreement, Consultant will keep a back-up copy of all important documents related to the Project.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

11. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

12. CHANGES TO THE SERVICES. PACIFIC COUNTY may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

13. DISPUTES. Differences between the Consultant and PACIFIC COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of PACIFIC 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 payment shall be decided by PACIFIC COUNTY's Contract representative or designee. All rulings, orders, instructions and decisions of PACIFIC COUNTY's contract representative shall be final and conclusive.

14. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit or judicial proceeding between the parties arising out of this Agreement.

15. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of PACIFIC COUNTY, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the

Initials ___/___

extent Consultant may be required, either by law or at the request of PACIFIC COUNTY, to provide such testimony, records, information, or assistance, PACIFIC COUNTY shall reimburse Consultant for the reasonable value of its services at the prevailing rate for comparable work, calculated based on time expended, documented, and reported to Pacific County on a monthly basis and the cost of the current deliverable, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

16. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of PACIFIC COUNTY. Consultant shall indemnify and hold PACIFIC COUNTY harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

17. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

18. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

20. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party.

21. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

22. GOVERNING LAW. 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.

The Consultant must comply with all applicable provisions federal law 44 CFR Part 13.36(i).

Initials ___/___

23. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

24. ADDITIONAL INSTRUMENTS. The parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the agreement as set forth herein.

25. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

26. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- a. This Agreement
- b. The Rate Schedule (Appendix C)
- c. The Timeline/Tasks/Scope of Work (Appendix B)
- d. The General Terms and Conditions
 - i. (Appendix A)
- e. Task Orders (if applicable)
- f. Other Contract Documents

27. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

28. OTHER. TERMINATION. This agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days written notice. In this event, PACIFIC COUNTY shall pay for services rendered through the date of termination, and the Consultant shall provide Pacific County all documentation of time and all gathered data, draft reports, or other documentation. Either party may also immediately terminate this Agreement upon a material breach of this Agreement, with no further payment or service obligation.

Initials ___/___

APPENDIX B

Timeline/Tasks/Scope of Work

Consultant will perform Continuity of Operations Planning Services as outlined in the response to the Request for Proposal published December 30, 2015 written by BOLDplanning and submitted to Pacific County Emergency Management Agency to include the following:

Phase 1: System Licensing, Branding and Customization – Days 1 through 15

BOLDplanning will deploy a customized version of BOLDplanning.com COOP Module. This phase includes the following deliverables:

1. One (1) year Subscription Licensing for BOLDplanning.com COOP Module for four (4) county departments and one (1) city for a total of five (5) plans.
2. Hosting, maintenance, upgrades, hot-site redundancy, and data backups for the Software-as-a-Service (SaaS)/Cloud implementation.
3. Technical services related to system branding and start-up configuration.
4. Project management services and administration for the successful completion of all deliverables.

Based on the budget information in the RFP, BOLDplanning is proposing a limited license for four (4) county departments and one (1) city. We suggest the following organizations be considered for participation in this initial COOP effort.

- Emergency Management - Responsible as the lead agency for planning
- Facilities Management - Responsible for all locations and assistance with relocation
- Information Technology - Responsible for all critical systems and IT disaster recovery
- General Administration- Responsible for staff policies, contact information and notification
- Representative City – Select a city that will serve as a "pilot" for other cities.

With participation from this group during this initial COOP project, critical county-level data will be considered, reviewed and compiled.

Initials ___/___

All this data and preparation will be applicable for future expansion of the COOP project to the remaining county departments and cities.

Phase 2: Project Initiation and Preparation - Days 1 through 30

BOLDplanning will schedule and facilitate a COOP Initiation Meeting via webinar/conference call with your project management team. During this meeting, the standard BOLDplanning.com functionality will be reviewed and compared against all applicable compliance requirements. All appropriate stakeholders and staff will be encouraged to attend this COOP Initiation Meeting. This meeting will focus on the following agenda items:

- Introductory training to BOLDplanning.com for Project Managers and administrators.
- Analysis of existing plans, data, templates, checklists, and best practices to determine options for transferring data into the system.
- Review of strategy and documentation for system rollout to all participating planners.

From the results of the COOP Initiation Meeting, BOLDplanning will begin the technical configuration and the transfer of applicable data. The following deliverables will be part of this phase:

1. Completion of system configuration items and terminology changes discussed during the COOP Initiation Meeting.
2. Transfer of vital applications, facilities, key staff members and applicable data from any existing plans, database systems and other documents into appropriate sections of the system.
3. Project management for the review and approval of the final system and the transferred data.
4. Development of the planning structure and creation of departmental plans.
5. Identification of appropriate planners for each of the participating departments.
6. Delivery of the Project Managers Package with project description materials, user documentation, and rollout instructions and suggestions.
7. Ongoing help desk support for all project managers and appropriate team members.

At the completion of this phase, BOLDplanning will give access to the customized system to the project managers.

Initials ___ / ___

Phase 3: Kickoff and Plan Development Workshop - Days 31 through 60

BOLDplanning will schedule and conduct a two (2) day on-site Plan Development Workshop for the participating planners. At the conclusion of this workshop, planners will have draft plans under development and clear instructions for future data collection efforts. The following deliverables will be part of this phase:

8. Distribution of access credentials to each of the participating planners.
9. Introduction to continuity planning and to the BOLDplanning.com system.
10. Review of all existing data transferred into the system.
11. Significant time for actual plan development as planners enter data into the system.
12. Instructions for additional data input, planning team meetings and an estimated schedule for plan completion.
13. Completion of the two day on-site COOP Plan Development Workshop.
14. Details about the monthly Plan Maintenance Cycle (PMC) for COOP enhancement.

These Workshops will focus strongly on collecting the following data elements:

- Mission Essential Functions and interdependencies to staff and vital records
- Succession planning and delegation of authority
- Vital Records, Databases and Systems
- Alternate Facility options with resource requirements
- Procedures and policies for COOP activation, deployment and implementation

Phase 4: Plan Reviews - Days 61 through 90

BOLDplanning will complete plan reviews of all plans. Each section of the plans will be reviewed by a Subject Matter Expert (SME). Using the on-line review tool within the system, the plans will be analyzed and each section will receive a **Red**, **Yellow**, **Green** status level along with comments for improvement. The review levels and comments will be immediately available for planners via the web-based tool, and will provide the project managers with a detailed status report for all plans under development.

The following deliverables will be part of this phase:

1. Review of COOP data per plan.
2. Delivery of a **Red**/**Yellow**/**Green** status level for each COOP element.
3. Gap analysis and comments for plan improvement.

Initials ___/___

Phase 5: Plan Testing and Finalization Workshop - Days 90 through 120

BOLDplanning will schedule and conduct a one (1) day on-site Plan Finalization Workshop for participating planners. All key stakeholders and planners will be invited to attend and work to test and finalize the planning elements for their respective COOP plans. At the conclusion of this workshop, planners will have completed all COOP elements and have clear actions items for plan finalization. The following deliverables will be part of this phase:

1. Facilitation of tabletop-style exercises to test the plan elements.
2. Delivery of gap analysis documentation for each department plan.
3. Delivery of specific instructions for plan completion.
4. Consulting services to complete all plan update requirements.
5. Significant time for actual plan updates as reflected in the gap analysis documentation.
6. Instructions for additional data input as required for plan completion.

Phase 6: Plan Maintenance - Day 121 through end of subscription

BOLDplanning will maintain the system for the remainder of the initial one (1) year subscription period. During this project period, the departments and their planners will continue to receive the following services:

1. SaaS/Cloud infrastructure with all hosting, maintenance, upgrades, hot-site redundancy, and data backups.
2. Telephone and Internet technical support and customer service for all planners.
3. Project manager training via telephone and webinar.

All planners will receive the following resources to assist with plan development and maintenance for their departments:

- BOLDplanning.com - This is an excellent training resource by itself. This system details every element of a COOP, asking for specific data for each plan element. The plan reports provide a wealth of information that assists planners, managers and staff with making good decisions during times of disruption.
- On-line Helper Tips - Embedded throughout the system, there are detailed helper tips that explain COOP concepts and provide instructions for data entry.
- Help Files Library - In the File Archive section of each plan there is a Continuity Plan User Guide as well as a library of training webinars covering all the major elements of the plan for planners to use at their convenience.
- Webinar Training - BOLDplanning offers free webinar trainings on the first Wednesday of each month, one for planners and another session for project

managers.

Initials /

APPENDIX C

Rate Schedule. Compensation for services will not exceed \$16850.00 and shall be based as follows:

Pricing

Total Project Cost	\$ 16,850
Phase 1: System Licensing, Branding and Customization	Included
Phase 2: Project Initiation and Preparation	Included
Phase 3: Kickoff and Plan Development Workshop	Included
Phase 4: Plan Reviews	Included
Phase 5: Plan Testing and Finalization Workshop	Included
Phase 6: Plan Development and Maintenance	Included

Consultant will document and report time by Phase and Deliverable on a monthly basis to Pacific County.

Payment Terms

BOLDplanning provides the following details regarding delivery and payments.

Payment 1 - \$8,425

50% of the total project cost will be invoiced upon completion of the Plan Development Workshop.

Payment 2 - \$8,425

50% of the total project cost will be invoiced upon completion of the Plan Testing and Finalization Workshop.

Compensation to the Consultant will be made based on invoices as outlined in Appendix A, Section 8 with PACIFIC COUNTY withholding payment on the final invoice pending final approval of the plan by the Pacific County Emergency Management Agency Council, subject to available grant funding.

Initials ___/___



REQUESTED MEETING DATE:

2/9/2016

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

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 2/3/2016
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on the Professional Services Agreement between Willapa Behavioral Health and the Pacific County Sheriff's Office to provide a school and community based prevention consultant.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Sheriff's signature on the Professional Services Agreement with Willapa Behavioral Health to provide a school and community based prevention consultant	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between Willapa Behavioral Health (WBH), fiscal agent for Teen Advocacy Coalition, and the Pacific County Sheriff's Office (Contractor).

The parties agree as follows:

1. Contractor's Services. The Contractor shall provide the following services to WBH (School & Community Based Prevention Consultant):

- a. School and community-based environmental drug and alcohol prevention strategies and consultation that leads to 1) increased enforcement of existing alcohol, tobacco, and other drugs (ATOD) laws/policies; 2) A change in the physical design of the environment that limits youth access to ATOD; 3) A change in ATOD policies and norms within the Willapa Valley School District; and 4) PCSO will transport and dispose of collected Rx drop box medication. Time to transport will be reimbursed at the overtime rate of pay. Mileage will be reimbursed at the federal mileage reimbursement rate.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Willapa Valley School District. These activities will include:

- In coordination with Willapa Valley District administration and elected school board, work to ensure best practice Alcohol, Tobacco, and Other Drugs, ATOD, policies are implemented and enforced in all school district buildings.
- Provide additional enforcement of existing ATOD rules, policies, and laws during school hours and after hours at school sponsored extracurricular events.
- Work with Peer Helpers and Substance Abuse Prevention Committee representative to review School Health Index to complete assessment of current ATOD policies.
- Provide information regarding the new marijuana legalization laws at one staff meeting and/or student assembly.
- Participate in Teen Advocacy Coalition and other meetings including but not limited to Substance Abuse Prevention Committee meetings and coalition sponsored community wide events at least once per quarter.
- Attend bi-annual Prescription Drug Take Back events as designated by the DEA, if applicable
- Participate in youth led substance abuse prevention activities.
- Submit monthly progress report along with invoice as part of sustainability plan.
- 15 Hours of Marijuana Retailer education and assist with compliance checks coordinated with community partners.
- Engage students during lunchtime and after school activities to provide education, support, and offer available resources.
- Provide general support and technical assistance to school district staff, administration, and parent groups related to substance abuse prevention topics as requested and needed.
- Transport collected prescription drop box materials to incineration service.

The Contractor shall perform the required services to the satisfaction of the WBH and the Teen Advocacy Coalition. The determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.

- a. WBH will pay the Contractor on an hourly basis, at the overtime rate of the officer performing contracted duties, per hour for time actually spent by the Contractor in performing the required services.
- b. Notwithstanding any other provision of this Agreement, the total compensation payable to the Contractor for services provide as a School Community Prevention Consultant under this Agreement shall not exceed \$7,700 for the period beginning October 1, 2015, and ending September 30, 2016.
- c. Other services provided must be approved by WBH and the Teen Advocacy Coalition before they are rendered. Those services will be paid at the same hourly rate stated in (2)(a) above.
- d. The Contractor shall bill WBH for payment. WBH will not pay for any services not rendered or expenses not incurred. Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.

3. Effective Date. The effective date of this Agreement is October 1, 2015.

4. Termination. This Agreement shall terminate on September 30, 2016. WBH may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.

5. Independent Contractor. The Contractor is an independent contractor of WBH, and as such is not subject to WBH's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of WBH. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

Additionally, the Contractor makes the following assurances:

- a. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement.
- b. The Contractor has a principal place of business that is a bona fide municipal building not subject to federal income tax.

6. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may an organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:

- The agency uses Federal funds to provide services that it is required to make available under other Federal, State or local law.
- The agency or school district uses Federal funds to provide services that it provided with non-Federal funds in the immediate prior years.

Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization.

7. Indemnification.

- a. Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) WBH, its officers, employees, agents, or subcontractors, or any other person for which WBH is held liable, and (b) the CONTRACTOR, its officers, employees, agents, subcontractors or any other person for which the CONTRACTOR is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any CONTRACTOR's officers, employees, agents, subcontractors, or any other person for which an CONTRACTOR is held liable.

- b. For the purposes of this section, "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

8. Ownership of Materials. Materials created by the Contractor and paid for by WBH as a part of this Agreement shall be owned by WBH and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by WBH is owned by the Contractor; however, WBH shall have a perpetual license to use this material for WBH (internal) purposes at no charge to the WBH.
9. 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.
10. 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.
11. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by WBH and the Contractor.
12. Confidentiality. The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement, except if CONTRACTOR discovers illegal conduct. WBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

13. Insurance. The CONTRACTOR shall maintain, and upon request of WBH, provide proof of liability insurance in the amount of \$1,000,000 or greater per occurrence and \$1,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to WBH's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

14. Standards for Fiscal Accountability.

- a. The CONTRACTOR agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement and in compliance with OMB Circular 133, incorporated herein by reference (http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011). The CONTRACTOR further agrees that WBH shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The CONTRACTOR shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that WBH shall have full access to and right to examine any of said materials at all reasonable times during said period.

b. The CONTRACTOR shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by WBH;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

15. Criminal Background History Check. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC.

16. Debarment Certification. 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 this Agreement/Contract by WBH.

PACIFIC COUNTY SHERIFF'S OFFICE

WILLAPA BEHAVIORAL HEALTH

Signature

Date

Signature

Date

Scott L. Johnson, Sheriff

Print Name & Title

Print Name & Title

Consultant Mailing Address:

PO Box 27
South Bend, WA 98586

EXHIBIT A- DFC TERMS & CONDITIONS

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2014 DFC.

SPECIAL TERMS OF AWARD:

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdown's will require the prior approval of the applicable GMS.

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
3. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

4. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
5. Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and
6. Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
7. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
9. Restrictions on Grantee Lobbying
(c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352.
10. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
11. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.
12. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

13. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to www.samhsa.gov/grants/trafficking.aspx.

The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

February and August annually

1. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html>

ENVIRONMENTAL STRATEGIES:

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars. All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857



REQUESTED MEETING DATE:
2/6/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
	Agenda Item #:	13	
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Initial: _____	Date: _____	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Review <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 2/3/2016
NARRATIVE OF REQUEST Request authorization to purchase a radio repeater for the jail as approved in the fy2016 final budget, either from state or other local government bid and in accordance with Pacific County Resolution No. 2016-002 Procurement Policy.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the 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, any excess will be absorbed in the existing operating budget	

Name of Contractor: _____

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

W-9 Attached for all vendors/contractors (County issuing payment to) **Certificate of Insurance Attached** (if required)
Indicate type Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$3,000 TOTAL TAX: _____

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: 001____.XXX.XXX.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: _____



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:
2/9/2016

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/22/2016
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Confirm Vegetation Management Director's signature on Master Contract Usage Agreement #K3659 with WA Department of Enterprise Services</p>	

Name of Contractor: WA Department of Enterprise Services

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Master Contract Usage Agreement #K3659

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:

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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:

(A)

Agreement Number: **K3659**
DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Pacific County Dept. of Vegetation Management;
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

- Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
- Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
- Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: <u>Pacific County Department of Vegetation Management</u>		
Tax Identification Number: <u>91-6001356</u>		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: <u>Jeff Nesbitt</u>		
Title: <u>Director</u>		
Address: <u>PO Box 88</u>		
City: <u>South Bend</u>	State: <u>WA</u>	Zip: <u>98586</u>
Phone Number: <u>(360) 942-7758</u>		
Email Address: <u>jnesbitt@co.pacific.wa.us</u>		

- Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:

Email to: mcua@des.wa.gov

OR Mail to: WA Dept. of Enterprise Services
Attn: ACCO
P.O. Box 41409
Olympia, WA 98504-1409

- Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

Entity Name
C. Presnell

Signature
Farrell Presnell, Assistant Director

Name/Title
08/12/2015

Date

Pacific County Dept. of Vegetation Management

Entity Name
Jeff Nesbitt

Signature
Jeff Nesbitt - Director

Name/Title
8/17/15

Date



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

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

REQUESTED MEETING DATE:

2/9/2016

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 2/1/2016

NARRATIVE OF REQUEST

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

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

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

RESOLUTION NO. 2016-_____

**IN THE MATTER OF ESTABLISHING REGULAR MEETING
DATES/TIMES FOR THE PACIFIC COUNTY WEED BOARD**

WHEREAS, in the establishment of a regular schedule of meetings, the Pacific County Weed Board has reviewed State Statute and internal policy and finds the following to be the facts:

IT IS HEREBY RESOLVED that the following schedule of meetings for the Pacific County Weed Board is hereby adopted and set; and the Director of Vegetation Management is directed to give legal and proper notice of the schedule.

1. The Pacific County Weed Board shall meet the 2nd Tuesday of every third month beginning March 8, 2016, at 7:00 P.M., or as soon thereafter as possible, at 410 Quincy Street in South Bend, WA, unless it is a legal holiday (*RCW 1.16.050*), in which case the meeting will occur the next day at the regular scheduled hour (*unless canceled*).
2. It is the intention of the Weed Board to cancel any meeting, special, or workshop that falls on a legal holiday or that may conflict with another meeting in which the Director may be scheduled to appear or participate.
3. It is the intention of the Weed Board to give notice of any special meeting not set by this resolution or of a continuation of any meeting set by this resolution. Said notice to be given pursuant to and in compliance with the Open Public Meetings Act as specified in RCW 42.30.
4. Final disposition will not be taken at a special session on any matter unless the required twenty-four (24) hour notice of the issue is provided before the session as specified in RCW 42.30.
5. This resolution shall become effective the 1st day of February, 2016.

ADOPTED AND SIGNED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



REQUESTED MEETING DATE:
2/9/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
	Agenda Item #:	16		
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Initial: _____	Date: _____		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Review <input type="checkbox"/>	Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/>	Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/>	Legal Required	
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/2/2016
NARRATIVE OF REQUEST We would like to request authorization for James Worlton to work full time (1.0 FTE) for the month of March, 2016. The purpose is to assist with maintenance of our Access database programs. This expenditure was not included in our adopted fy2016 budget and may require a supplement.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Authorize 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	



REQUESTED MEETING DATE:
2/9/2016

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/2/2016
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve Intergovernmental Cooperation Agreement with the Pacific Conservation District pertaining to conservation management practices in the amount of \$7,500 for fiscal year 2016, subject to adequate budget appropriations</p>	

Name of Contractor: Pacific Conservation District

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Intergovernmental Cooperation 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): \$7,500 TOTAL TAX: _____

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: 001____,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No SUPPLEMENTAL REQUIRED? Yes No

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

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

INTERGOVERNMENTAL COOPERATION
AGREEMENT

THIS AGREEMENT is made between Pacific County, a municipal corporation, hereinafter referred to as the "COUNTY" and **Pacific Conservation District**, a political subdivision of the State of Washington, hereinafter referred to as the "DISTRICT".

WHEREAS, in accordance with RCW 89.08.341 any government agency of the state and any local political subdivision of the state is authorized to make arrangements with any district through contract, wherever it believes that such arrangements will promote administrative efficiency or economy; and

WHEREAS, any local agency or political subdivision of the state is authorized, within the limits of funds available to it, to contribute funds, equipment, property or services to any district; and to collaborate with a district in jointly planning, constructing, financing or operating any work or activity provided for in such arrangements; now, therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto **HEREBY AGREE AS FOLLOWS:**

I. SERVICES TO BE PROVIDED BY THE DISTRICT

The DISTRICT shall perform such services and accomplish such tasks as are necessary to develop and implement programs that will get the best resource conservation management practices with assistance and funding from the COUNTY. Such services include, but are not limited to educating and assisting the public and landowners to improve the management of their property and natural resources.

The DISTRICT shall keep the state and Pacific County fully informed concerning the status and progress of the preparation of their resource conservation programs and plans.

II. SERVICES AND FUNDING TO BE PROVIDED BY THE COUNTY

The COUNTY shall perform such services and accomplish such tasks and shall provide funding as set forth hereinafter, as necessary to assist the DISTRICT described hereinabove.

III. DURATION OF AGREEMENT

The terms of this Agreement and the performance of the parties shall be deemed to have commenced the 1st day of January, 2016 and will terminate on the 31st day of December, 2016. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. FUNDING

General Statutory Operations Funding: The COUNTY shall provide the sum of seven thousand five hundred dollars (\$7,500) to assist the DISTRICT in continuing its operations, as mandated by law. The funding set forth herein shall be provided to the DISTRICT and paid in one installment of \$7,500. Payment will be processed following the approval of the contract by all parties.

V. REPORTING REQUIREMENT

The DISTRICT shall present an annual report to the COUNTY.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

In addition to the books, records, and files required to be maintained by the DISTRICT as set forth above, the DISTRICT agrees to maintain books, records, and documents, and to employ accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The DISTRICT shall retain all books, records, documents, and other materials relevant to this Agreement three (3) years after its expiration or termination for any reason.

The DISTRICT agrees that the COUNTY or its designee shall have full access and right to examine any of said books, documents, and other materials at all reasonable times during said period.

VII. COMPLIANCE WITH LAWS

The DISTRICT, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, licensing of individuals and any other standards or criteria as described in the Agreement to assure quality of services.

VIII. SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable 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.

IX. 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 CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

X. 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.

XI. DEBARMENT CERTIFICATION

The DISTRICT hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the DISTRICT from securing federal or state funds shall be cause for immediate termination of this Contract by the COUNTY.

XII. 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.

XIII. 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.

XIV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2016.

PACIFIC CONSERVATION DISTRICT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chair

Frank Wolfe, Chair

Secretary/Treasurer

Lisa Ayers, Commissioner

DATED: _____

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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