

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

**Tuesday, July 12, 2016
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Item A)

- A) Approve the regular meeting minutes of June 28, 2016

CLOSE MEETING

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

A

PROCEEDINGS

9:00 AM
Tuesday, June 28, 2016

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:03 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Eric Weston, Deputy Civil Prosecutor
Mary Goelz, Health & Human Services Director
Tim Crose, Community Development Asst. Director
Lisa Olsen, Senior Appraiser

GENERAL PUBLIC IN ATTENDANCE

Robert & Barbara Tallman
Randy Lewis
Richard Curtis
Doris Busse
Allie Friese, Chinook Observer

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

PUBLIC COMMENT – None

CONSENT AGENDA

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

Approve the regular meeting minutes of June 14, 2016

MEETING CLOSED – 9:04AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

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)

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

July 12, 2016

9:00AM or shortly thereafter

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

AGENDA

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

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

10:00 AM Public Hearing-Beach Barons Rod Run to the End of the World
Assembly Permit

10:30 AM Public Hearing-consider adoption of Ordinance No. 162B

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

12:00 PM Joint (Elected/Appointed) Management Meeting
(Commissioners' Meeting Room)

Call to Order

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

CONSENT AGENDA (Items 1-9)

Department of Public Works

- 1) Approve Cash Bond from Jerry Debriac Logging Company, Inc. pertaining to Road Haul Permit No. 2016-13
- 2) Approve Amendment to the Landowner Agreement pertaining to the Hyland Stringer Road Culvert Crossing project

Department of Community Development

- 3) Approve Amendment #1 to 15-17 Coastal MRC Contract Number 15-04999 with WA Department of Fish and Wildlife; authorize Chair to sign

Health and Human Services Department

- 4) Approve Amendment #1 to Division of Developmental Disabilities Contract Number 1563-45221 with Department of Social & Health Services; authorize Chair to sign

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

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

Sheriff's Office

- 5) Confirm Sheriff's signature on Amendment to Swanson Services Corporation Contract to provide commissary services
- 6) Confirm Sheriff's signature on Interagency Agreement for the Registered Sex Offender Address Verification Program with WA Assoc. of Sheriffs and Police Chiefs

General Business

- 7) Approve regular meeting minutes of June 28, 2016
- 8) Approve June, 2016 payroll
total employees: 184; total payroll: \$758,382.62
- 9) Approve Vendor Claims:
Warrants Numbered 132812 thru 132873- \$249,918.94

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 10) Consider acceptance of temporary construction easement from Pacific County Anglers for the Hyland Stringer Creek Barrier Removal Project
- 11) Consider approval of Memorandum of Understanding with the Shoalwater Bay Indian Tribe to add county roads to their Indian Reservation Roads inventory
- 12) Consider adoption of Resolution 2016-_____ initiating County Road Project #1640A pertaining to the Signing Upgrade Project on Sandridge Road
- 13) Consider acceptance of contract/performance bond from Frank Gurney, Inc., for the Safety Guardrail Project 2016 and release bid bonds
- 14) Consider approval of Memorandum of Understanding with WA State Department of Natural Resources Public Land Survey Office for policy on chip sealing and survey monuments; authorize County Engineer to sign
- 15) Consider approval of Special Event Use Agreement with Camp Morehead Junior Grant #401 for use of Morehead Park; authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 16) Consider approval of Service Contract for Summer School Nurse Services with Ocean Beach School District
- 17) Consider approval of request by Community Health Educator for a voluntary temporary reduction to 0.5 FTE, effective July 1, 2016

ITEMS REGARDING JUVENILE COURT SERVICES

- 18) Consider approval of request to purchase laptop computer from state bid

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 GENERAL BUSINESS

- 19) Consider approval of request of Public Records Coordinator increase to 0.90 FTE
- 20) Consider adoption of Resolution 2016-_____ establishing Delegation of Authority and Line of Succession
- 21) Consider approval of Contract with Pacific County Economic Development Council for coordination of the Overall Economic Development Plan
- 22) Consider approval of support for the Smith Creek Tidal Restoration Project Document; authorize Chair to sign

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 24) Consider approval of Assembly Permit Application for the Rod Run to the End of the World submitted by the Beach Baron's Car Club

PUBLIC HEARING – 10:30AM

- 25) Consider adoption of Ordinance No. 162B amending Section 20 of Ordinance No. 162

ITEMS REGARDING GENERAL BUSINESS

- 26) Consider adoption of Resolution 2016-_____ dissolving the Oysterville Design Review Board

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:

07/12/16

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: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE: 6-28-16
NARRATIVE OF REQUEST Jerry Debraie Logging Company, Inc. has submitted a cash bond in the amount of \$6,650 for hauling an estimated 950 loads on Green Creek County Road under Road Haul Permit No. 2016-13. Please approve acceptance of this bond that will be filed with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Cash Bond from Jerry Debraie Logging Company, Inc. pertaining to Road Haul Permit No. 2016-13	



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:

7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Accept 2 initial notations to the Landowner Agreement Form for the Hyland Stringer Road Culvert Crossing on Stringer Creek. Notations include; corrected date (page 1) and corrected contribution (page 4).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment to the Landowner Agreement pertaining to the Hyland Stringer Road Culvert Crossing project	

Landowner Agreement

For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 20th day of June, 2016, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Pacific County Public Works Department, Mike Collins Director

Street Address: P.O. Box 66

City, State, Zip Code: South Bend, WA 98586

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Pacific County Anglers

Street Address: 148 Airport Road

City, State, Zip Code: Raymond, WA 98577

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in 24 Watershed (Water Resource Inventory Area), Pacific County, State of Washington, Tax Parcel No. 13082523043, at Pacific County Hyland Stringer Road Culvert Crossing on Stringer Creek. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Project

Attachment A: Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Replacing this culvert will open up 6.6 miles of habitat. The project is located in Pacific County on Hyland/Stringer Road. Highland Stringer Road as it crosses Stringer Creek and downstream on Pacific County Parcel #13082523043. The Hyland/Stringer Creek culvert is .6 miles upstream from the confluence with the Willapa River.

Restore natural stream processes including: fish passage, access to floodplain, adding meanders, LWD, pools and riffles, riparian habitat and spawning. Restore spawning habitat and fish passage to enhance natural salmon populations.

Remove the fish passage barrier culvert at Highland Stringer Road and replace it with a 34' X 24'-4" X 8'-2" box culvert. Approximately 501' of new channel downstream of the culvert will be created and meandered to make up for the 6'-8' elevation difference. Meanders, pools and riffles and approximately 80 pieces large woody debris will be installed downstream. All work will be performed per final plans and specifications. The entire downstream riparian area within the Pacific County Anglers property will be replanted with native shrubs and trees. The suggested native plantings will be willow, dogwood, snowberry, fir and cedar.

Pacific County Public works will need to grant two temporary easements to John and Vickie McNamara and the Pacific County Anglers for the temporary road.

The original required match for the project provided by Pacific County was \$68,048.00. With help from USFWS and the Willapa Valley Water District, Pacific County now has a match requirement of \$4,927.95. This can be in form of: cash, labor, equipment, purchasing project items, etc. SRFB prefers the match to go towards goods and services versus cash.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

A final inspection from the county will be performed on the new culvert. After construction is completed on the new culvert, it will go onto Pacific County's Public Works maintenance schedule.

It is further understood and agreed by the parties hereto that the Landowner shall retain the right to inspect and approve the work during construction and upon completion.

Once the project is completed, Pacific County will provide all maintenance required on the culvert and perform any work on the culvert, as they would have prior to the construction of the project. Once the project is completed and inspected and approved by the Pacific County, PCA will no longer be responsible for the culvert as it crosses under Hyland Stringer Road. The private water intake will be the responsibility of the landowner.

Landowner Agreement



For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 4th day of April, 2016, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Pacific County Public Works Department, Mike Collins Director

Street Address: P.O. Box 66

City, State, Zip Code: South Bend, WA 98586

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Pacific County Anglers

Street Address: 148 Airport Road

City, State, Zip Code: Raymond, WA 98577

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in 24 Watershed (Water Resource Inventory Area), Pacific County, State of Washington, Tax Parcel No. 13082523043, at Pacific County Hyland Stringer Road Culvert Crossing on Stringer Creek. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Project

Agreement No. 15-1047 dated 12/9/15, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee (Pacific County Anglers, PCA) Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in Attachment A (Include frequency and duration).

The Landowner (Pacific County) Agrees to:

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee and RCO, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee or RCO, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

General Terms

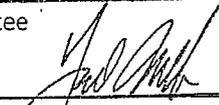
The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Grantee will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and RCO has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in Section 23 of the Salmon Project Agreement and Washington Administrative Code 420-12-085, which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Grantee or RCO to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

IN WITNESS WHEREOF; the parties have executed this Agreement.

Grantee		Date
Landowner		Date 6/14/16

Provide a copy of this Agreement, and any amendments to this Agreement, to the RCO:
Washington State Recreation and Conservation Office, PO Box 40917 Olympia, WA 98504-0917

Attachment A: Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Replacing this culvert will open up 6.6 miles of habitat. The project is located in Pacific County on Hyland/Stringer Road. Highland Stringer Road as it crosses Stringer Creek and downstream on Pacific County Parcel #13082523043. The Hyland/Stringer Creek culvert is .6 miles upstream from the confluence with the Willapa River.

Restore natural stream processes including: fish passage, access to floodplain, adding meanders, LWD, pools and riffles, riparian habitat and spawning. Restore spawning habitat and fish passage to enhance natural salmon populations.

Remove the fish passage barrier culvert at Highland Stringer Road and replace it with a 34' X 24'-4" X 8'-2" box culvert. Approximately 501' of new channel downstream of the culvert will be created and meandered to make up for the 6'-8' elevation difference. Meanders, pools and riffles and approximately 80 pieces large woody debris will be installed downstream. All work will be performed per final plans and specifications. The entire downstream riparian area within the Pacific County Anglers property will be replanted with native shrubs and trees. The suggested native plantings will be willow, dogwood, snowberry, fir and cedar.

Pacific County Public works will need to grant two temporary easements to John and Vickie McNamara and the Pacific County Anglers for the temporary road.

The original required match for the project provided by Pacific County was \$68,048.00. With help from USFWS and the Willapa Valley Water District, Pacific County now has an approximate match of \$5,000.00 match requirement. This can be in form of: cash, labor, equipment, purchasing project items, etc. SRFB prefers the match to go towards goods and services versus cash.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

A final inspection from the county will be performed on the new culvert. After construction is completed on the new culvert, it will go onto Pacific County's Public Works maintenance schedule.

It is further understood and agreed by the parties hereto that the Landowner shall retain the right to inspect and approve the work during construction and upon completion.

Once the project is completed, Pacific County will provide all maintenance required on the culvert and perform any work on the culvert, as they would have prior to the construction of the project. Once the project is completed and inspected and approved by the Pacific County, PCA will no longer be responsible for the culvert as it crosses under Hyland Stringer Road. The private water intake will be the responsibility of the landowner.



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:
07/12/16

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: Community Development	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 7/6/2016
NARRATIVE OF REQUEST	
<p>The Department is requesting the BOCC approve amendment #1 with Washington State Department of Fish and Wildlife for Contract 15-04999. The amendment increases the budget by \$11,500, adds two tasks to the scope of work, and changes the deliverable date for an existing task.</p> <p>The scope of work is performed by the Conservation District through an interagency agreement.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Amendment #1 to 15-17 Coastal MRC Contract Number 15-04999 with WA Department of Fish and Wildlife and authorize Chair to sign</p>	

Name of Contractor: WDFW

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
15-04999

Indicate type:

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

Contractor Type (check all that apply):

For-Profit Private Organization/Individual
 Non-Profit Public Organization/Jurisdiction
 State Sub-Recipient
 Federal Other

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

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

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

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

Services / Leases:

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): 11500 TOTAL TAX: _____

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: 143 .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: _____



Washington
Department of
**FISH and
WILDLIFE**

CONTRACT AMENDMENT

TITLE: 15-17 Coastal MRC

WDFW NUMBER: 15-04999

CONTRACTOR: Pacific County County

AMENDMENT NUMBER: 1

AMENDMENT EFFECTIVE DATE:
June 15, 2016

AMENDMENT VALUE: \$11,500.00

CONTRACT END DATE:
June 30, 2017

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and Pacific County is hereby amended as follows:

This Amendment replaces Attachment C – Statement of Work in its entirety, and awards the Pacific County MRC with \$11,500 in project funds for Fiscal Year 2017. Unspent funds from the original FY 2016 contract will carry forward to FY 2017. All expenses from FY16 must be billed at the year end, June 30, 2016.

The cost of Task 3 is increased. The deliverable date for Task 5 | Pacific County High School Marine Club and Knowledge Competition is changed. New Task 6 | Chemical Soup?; and Task 7 | MRC Summit are awarded under this Amendment. All Tasks are required for completion of this Contract.

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

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

PACIFIC COUNTY

**WASHINGTON DEPARTMENT OF FISH
AND WILDLIFE**

Signature and Date

Signature and Date

Printed Name and Title

Printed Name and Title



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:
7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 6/30/2016
NARRATIVE OF REQUEST Requesting approval and signature of amendment #1 to contract number 1563-45221 with DSHS Division of Developmental Disabilities. This amendment allocates funding (\$266,383) for the new fiscal year (July 1, 2016-June 30, 2017) and makes some of other small changes to contract language (see page two of the amendment). Funding received through this contract is sub contracted to Coastal CAP and Coast Rehab who provide Group Supported Employment, Individual Supported Employment, and/or Community Access services for adults with developmental disabilities. I will prepare amendments to add funding to those sub contracts within the next couple weeks for your approval. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to Division of Developmental Disabilities Contract Number 1563-45221 with Department of Social & Health Services and authorize Chair to sign	

Name of Contractor: DSHS-DDD

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
1563-45221 - Amendment #1

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? Yes No

SUPPLEMENTAL REQUIRED? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:



CONTRACT AMENDMENT DDA County Services

DSHS CONTRACT NUMBER:
1563-45221

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME Pacific County		CONTRACTOR doing business as (DBA) Pacific County DDA County Services	
CONTRACTOR ADDRESS PO Box 26 South Bend, WA 98586-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1231
CONTRACTOR CONTACT Katie Oien-Lindstrom	CONTRACTOR TELEPHONE (360) 875-9343	CONTRACTOR FAX (360) 875-9323	CONTRACTOR E-MAIL ADDRESS koien@co.pacific.wa.us
DSHS ADMINISTRATION Developmental Disabilities Admin		DSHS DIVISION Division of Developmental Disabilities	DSHS CONTRACT CODE 1769CS-63
DSHS CONTACT NAME AND TITLE Luise Frank Program Specialist II		DSHS CONTACT ADDRESS 6860 Capital Blvd Olympia, WA 98501-	
DSHS CONTACT TELEPHONE (360) 725-4252	DSHS CONTACT FAX (360) 586-6502		DSHS CONTACT E-MAIL ADDRESS frankl@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2016		CONTRACT END DATE 06/30/2017	
PRIOR MAXIMUM CONTRACT AMOUNT \$260,748.00	AMOUNT OF INCREASE OR DECREASE \$266,383.00	TOTAL MAXIMUM CONTRACT AMOUNT \$527,131.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit B			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE Frank Wolfe, Chairman Board of Pacific County Commissioners	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Melissa Diebert, Contracts Manager	DATE SIGNED

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

1. The Total Maximum Contract Amount is hereby increased in the amount of \$266,383 for a new Contract Amount of \$527,131. This amount is for services provided during the added fiscal year.
2. The Program Agreement end date is extended to June 30, 2017.
3. Section 7. Statement of Work, sub-paragraph h. Qualified Providers. Will add the following paragraph:

DDA contracts with Technical Assistance providers that maybe utilized by Counties with prior written approval.
4. Section 8. Consideration sub-paragraph b. Fees, item (2) Fee Limitations, sub-section (b) will be replaced in its entirety with the following:

(b) Community Access services will not exceed and hourly rate of \$35.00.
5. Section 9. Billing and Payment, will add sub-paragraph (k) as follows:

(k) PASRR Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.
6. Exhibit B. Program Agreement Budget is hereby replaced with the following Budget Revision:

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

Program Agreement Budget

Original Budget

Budget Revision

REVENUES

Fiscal Year	Fund Source	Original	1st Revision	2nd Revision	3rd Revision
2016	State Funds	\$131,917			
	Medical Funds				
	Total	\$260,748			
2017	State Funds		\$266,684		
	Federal Funds				
	Total		\$527,131		

COUNTY FY 2017 SPENDING PLAN

	Planned Expenditures				TOTAL
	Local Funds	PASRR Funds	State Funds	Medicaid Funds	
ADMINISTRATION (CMIS/AWA BARS 11)			9585	7842	17427
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)			7751	6341	14092
CONSUMER SUPPORT STATE-ONLY					
Child Development					
MEDICAID CLIENTS			117,432	117,432	234,864
ROADS to COMMUNITY LIVING					
TOTAL			134,767	131,616	266,383



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:
 7/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
<p>BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED</p> <p><input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</p> <p><input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____</p> <p><input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____</p> <p><input type="checkbox"/> OTHER: _____</p>	<p>Agenda Item #: <u>5</u></p> <p>Initial: _____</p>	<p>Date: _____</p>	<p>Review <input type="checkbox"/> Clerk of the Board</p> <p><input type="checkbox"/> Risk Mgmt</p> <p><input type="checkbox"/> Legal Required</p>
DISTRIBUTION LIST:			
<input type="checkbox"/> RF <input type="checkbox"/> CF <input type="checkbox"/> SEA	<input type="checkbox"/> Assessor <input type="checkbox"/> Auditor <input type="checkbox"/> Clerk <input type="checkbox"/> Civil Service <input type="checkbox"/> DCD	<input type="checkbox"/> DPW <input type="checkbox"/> EMA <input type="checkbox"/> Fair <input type="checkbox"/> Health <input type="checkbox"/> Juvenile	<input type="checkbox"/> NDC <input type="checkbox"/> PACCOM <input type="checkbox"/> Prosecutor <input type="checkbox"/> SDC <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):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 7/6/2016
<p>NARRATIVE OF REQUEST:</p> <p>Request the BOCC confirm the Sheriff's signature on the Amendment to the Commissary Service Agreement, Swanson Services Corporation Book-In Module Contract Addendum and Cobra Banker Software Contract Addendum between the Pacific County Sheriff's Office and Swanson Services Corporation.</p> <p>Following approval, please keep one original for your records and send two originals back to the Sheriff's Office.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Confirm Sheriff's signature on Amendment to Swanson Services Corporation Contract to provide commissary services</p>	

Name of Contractor: Swanson Services Corporation

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Amendment to the Commissary Service Agreement, Swanson Services Corporation Book-In Module Contract Addendum and C

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

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

SUPPLEMENTAL REQUIRED? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

AMENDMENT TO OVERNIGHT COMMISSARY SERVICE AGREEMENT,
SWANSON SERVICES CORPORATION BOOK-IN MODULE
CONTRACT ADDENDUM AND
COBRA BANKER SOFTWARE CONTRACT ADDENDUM

This Amendment to the Commissary Service Agreement, Swanson Services Corporation Book-In Module Contract Addendum and Cobra Banker Software Contract Addendum is made effective when signed by both parties by and between the Pacific County Sheriff's Office, 300 Memorial Drive, South Bend, WA 98556 (hereinafter referred to as "Client") and Swanson Services Corporation, a Florida corporation formerly known as Swanson Inmate Commissary Services, Inc., with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Swanson"). The Client and Swanson are referred to herein jointly as the Parties.

WHEREAS, the Parties have previously entered into a Commissary Service Agreement, a Swanson Services Corporation Book-In Module Contract Addendum and a Cobra Banker Software Contract Addendum (collectively referred to herein as the "Agreements"), by which Swanson provides inmate commissary services and inmate trust accounting services at the Pacific County Jail, and

WHEREAS, Swanson has agreed to provide certain additional hardware and supplemental services in support of the commissary services at the Pacific County Jail, and

WHEREAS, in conjunction with the additional hardware and supplemental services, the Parties desire to extend the term of the Agreements.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree follows:

1. The foregoing recitations are true and correct and made a part hereof.
2. The Agreements are all hereby amended so that they each shall now expire April 30, 2021, unless sooner terminated as allowed by the terms thereof. The Agreements may thereafter be extended by a mutual written agreement signed by the Parties.
3. Swanson shall provide the Client with one (1) lobby kiosk and eight (8) inmate pod kiosks. Swanson shall provide technical assistance in the installation of the kiosks and the Client will bear all cost of the installation. Title to all hardware and software supplied by Swanson shall remain in Swanson.
4. Swanson will provide its proprietary systems which allow friends and families to make deposits to the Inmate Trust Fund accounts by use of credit and debit cards using the lobby kiosks and telephone system or the internet. All Payment Processing Services shall be provided on the Terms and Conditions stated in the attached Exhibit A.

5. The Parties agree to meet not less often than twice annually to review the commissary menu and pricing. The parties agree that the pricing for commissary items shall be consistent with pricing in convenience stores in the market in Pacific County, WA and are subject to adjustment due to market factors beyond the control of Swanson during the term of the Agreements.

6. Hereafter, all notices to Swanson shall be sent to the following addresses:

Swanson Services Corporation
477 Commerce Boulevard
Oldsmar, FL 34677

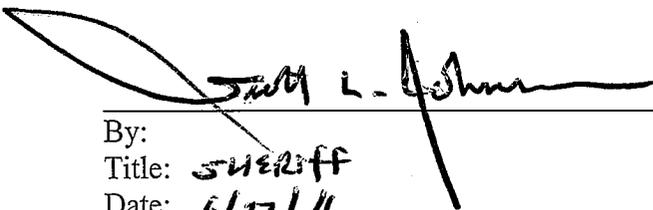
with a copy to: Stephen A. Hould, Esquire
920 Third Street, Suite D
Neptune Beach, FL 32266

7. Except as expressly stated herein, all of the terms and conditions of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

PACIFIC COUNTY SHERIFF'S OFFICE

SWANSON SERVICES CORPORATION


By: _____
Title: Sheriff
Date: 6/27/16

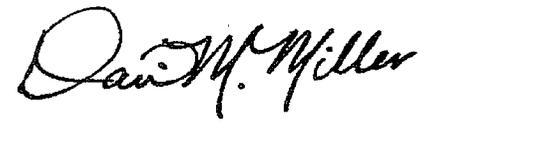

By: David M. Miller
Title: CFO
Date: June 15, 2016

EXHIBIT A
PAYMENT PROCESSING

1. Swanson will provide cash handling services and payment processing services for payments made for the benefit of inmates at the Client's facility through kiosks, online websites and/or mobile sites or applications operated by Swanson or such other methods that the parties agree will be made available for the benefit of inmates at Client's facility ("Transactions") for crediting inmate trust account balances held by Client (the "Services"). Swanson provides the Services in its capacity as a licensed money services provider, under the terms and conditions set forth below, as may be amended by mutual written agreement from time to time. Swanson represents and warrants to Client that it is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations and card associations' operating rules applicable to the Services.

2. Client authorizes Swanson to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the VISA and MasterCard card

networks or otherwise for authorization, processing and settlement to Client for the benefit of inmates at Client's facilities.

3. The Services shall be provided at no cost to Client. Swanson shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which may be amended by Swanson from time to time. Any fee increase in excess of five (5%) percent in any one year period shall require Swanson to demonstrate that it has incurred increased costs to justify the higher increase and shall also require the Client's prior consent, not to be unreasonably withheld. Swanson shall have the exclusive right to provide cash handling services (with the exception of the Client inventorying and securing cash held by inmates at booking and on release) and payment processing activities at the Client's facility and the exclusive right to collect and receive money handling fees which fees shall belong to Swanson.

4. Transaction processing and settlement terms:

- a. Swanson facilitates processing and settlement of Transactions by third parties through websites and/or other remote sites or applications operated by Swanson or such other methods that the Parties agree will be made available during the Term.
- b. Upon authorization of the Transaction, Client authorizes Swanson to provide associated payment information for entry into Swanson's inmate trust account management system on behalf of the Client.
- c. Proceeds of the Transactions will be deposited in an account maintained by Swanson who will transmit funds to Client's designated accounts. Client authorizes Swanson to provide amounts corresponding to proceeds of Transactions due to inmates (minus Swanson's service fee) from the Swanson accounts to Client's designated bank account by Swanson on a weekly basis.

5. Client acknowledges and agrees that Swanson may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services. Client may require Swanson to place limitations on transactions (such as due to applicable legal or regulatory restrictions or Client's account administration policies). Such requirements shall be designated in writing to Swanson, and the Parties shall agree upon a commercially agreeable timeframe for implementation.

6. The Parties acknowledge that once an individual submits a transaction to the applicable payment network or otherwise for processing, Swanson cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Swanson are non-refundable to the individual by Swanson. Individuals may have additional refund or chargeback rights under their agreement with the card issuer or applicable law.

In the case of chargebacks or returned funds, Swanson will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Swanson sole discretion. Upon written request from Swanson, Client agrees to provide requested information needed to pursue the chargeback. Swanson shall have no liability for chargebacks upheld through the card association dispute resolution procedures or which Swanson chooses, in its sole discretion, not to pursue through the card association's dispute resolution process.

If an individual requests a refund, Swanson will not be responsible for making those funds available if they have been already settled to a designated account by Swanson or are beyond Swanson's control. If Client and individual issue inconsistent instructions or requests to Swanson, Client's instructions will control.

7. Swanson will utilize nonpublic personal information of individuals solely to provide the Services and as otherwise permitted by applicable law. For purposes of this Section, "nonpublic personal information" ("NPPI") has the meaning ascribed in the Gramm-Leach-Bliley Act, Title V and applicable regulations thereunder. Swanson and any third parties will comply with the Payment Card Industry Data Security Standards (PCI DSS) and applicable privacy and data security laws and regulations with respect to the Services.

8. OTHER THAN SWANSON'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL SWANSON'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO PAYMENT PROCESSING EXCEED THE AMOUNT OF SERVICE FEES PAID TO SWANSON FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. IN NO EVENT WILL SWANSON BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. Swanson agrees to provide customer service related to the Services offered through the website or other customer interfaces provided by Swanson and responding and resolving claims, inquiries or complaints arising out of the acceptance and settlement of Transactions. Client agrees to provide customer service related to the underlying obligation to the Client, inmate trust account status, and/or payments received by Client, and responding to and resolving all claims, inquiries or complaints arising out of the crediting of the Transaction amount to the Client's inmate trust account or obligations owed by inmates. The Parties agree to cooperate with each other in resolving complaints, with each Party to bear its own costs.



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:
7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 7/6/2016
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on the Washington Association of Sheriff's and Police Chiefs Interagency Agreement for the Registered Sex Offender Address Verification Program. The grant award amount is \$64,000 for the funding cycle July 1, 2016 through June 30, 2017.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Sheriff's signature on Interagency Agreement for the Registered Sex Offender Address Verification Program with WA Assoc. of Sheriffs and Police Chiefs	

Name of Contractor: Washington Association of Sheriff's and Police Chiefs

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
RSO 16-17 Pacific

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

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

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

EXPENDITURE BUDGETED? Yes No SUPPLEMENTAL REQUIRED? Yes No

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

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

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT
SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address Verification Program

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **PACIFIC COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address:
Pacific County Sheriff's Office
PO BOX 27
South Bend, WA 98586

Agency Contact: Scott Johnson
Title: Sheriff

Project Title
Registered Sex Offender Address Verification

Funding Cycle
July 1, 2016-June 30, 2017

Agreement No:
RSO 16-17 Pacific

Funding Authority:
WA Association of Sheriffs and Police Chiefs

Grant Award:
\$64,000.00

Service Area:
Pacific County

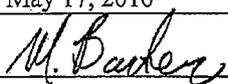
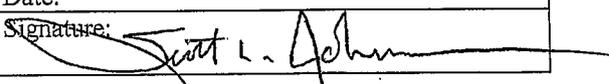
FUNDING SOURCE

Funding for this AGREEMENT is provided to WASPC from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter. The required quarterly report will be submitted electronically by October 10, 2016, January 10, 2017, April 10, 2017, and July 10, 2017. Funds will be disbursed in equal allotments each quarter. Quarterly grant reports must be received by WASPC prior to grant payments being issued to your agency.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC	For RECIPIENT
Name: Mitch Barker	Name: Scott Johnson
Title: Executive Director	Title: Sheriff
Agency: WA Association of Sheriffs and Police Chiefs	Agency: Pacific County Sheriff's Office
Date: May 17, 2016	Date:
Signature: 	Signature: 

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

7

PROCEEDINGS

9:00 AM
Tuesday, June 28, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:04 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Eric Weston, Deputy Civil Prosecutor
Mary Goelz, Health & Human Services Director
Tim Crose, Community Development Asst. Director
Lisa Olsen, Senior Appraiser

GENERAL PUBLIC IN ATTENDANCE

Robert & Barbara Tallman
Randy Lewis
Richard Curtis
Doris Busse
Allie Friese, Chinook Observer

PUBLIC COMMENT - None

YEARS OF SERVICE

Commissioner Ayers requested this be deferred until the arrival of Senior Appraiser, Lisa Olsen

CONSENT AGENDA (Items 1-6)

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 Health and Human Services

Approve Special Employment Agreement Amendment #2 for the Deputy Director

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Sheriff's Office

Confirm hire of Dylan Turner, Corrections Officer; 1.0 FTE, Step 1, effective July 5, 2016

Vegetation Management

Approve Amendment #1 to Contract K1747 with Washington State Department of Agriculture; authorize Chair to sign

General Business

Approve Amendment #1 to the Contract for Services with Port of Chinook

Approve regular meeting minutes of June 14, 2016 and June 20, 2016

**Approve Vendor Claims
Warrants Numbered 132599 thru 132703- \$124,072.15**

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 three blinds for WSU Extension Office from Budget Blinds of Longview, in the amount of \$684.75, subject to adequate budget appropriations

Approve Special Event Application from the Bay Center Association for the use of Bush Pioneer County Park on July 9, 2016 for Bay Center Days event and authorize Chair to sign

PUBLIC COMMENT

(Public in attendance was unaware that public comment was requested earlier in the meeting)

Doris Busse presented a map that she obtained from Department of Public Works of the Upper Naselle Road slide and discussion followed.

YEARS OF SERVICE AWARDS

35 Years: Lisa Olsen (Assessor)

PUBLIC COMMENT

(Continued)

Randy & Barbara Tallman addressed the Board regarding the Upper Naselle slide.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve request to temporary hire of Jack Graves effective 6/20/2016; Kinsey Collins and Madeline Maden effective 8/1/2016; Hailee Smith effective 7/5/2016; Emily Seaman and Caeleb Fetters effective 7/18/2016; Brian Smith effective 7/11/2016 all at \$10.00 per hour; subject to adequate budget appropriations

Accept quote from Baker & Son for remodel of Health & Human Services Department South County office in the amount of \$10,348.80, subject to adequate budget appropriations *(It was noted that the expenditures would be split between facilities and a grant and may require a supplement)*

Accept contract/performance bond from Naselle Rock & Asphalt Co, Inc. for the Sandridge Road Resurfacing Project (MP 8.30 to MP 10.52) and release bid bonds, subject to adequate budget appropriations

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT #1

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

Award of the 41st Street culvert replacement to Lindstrom & Son Construction of Chinook in the amount of \$23,873, not including sales, subject to adequate budget appropriations *(Other bids received from Jubilee Construction of Naselle in the amount of \$32,998; Custom Excavating by Dean Larson of Warrant, OR in the amount of \$32,422; Lodestone Quarry, Inc. of Bay Center in the amount of \$24,800; not including sales tax)*

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve revised Voluntary Stewardship Program work group appointment list to include Joe Arndt, Hugh Barrett, Warren Cowell, Kevin Hatton, Kelly McClain, Kim Patten, Andy Portmann, Marcus Reaves, Jim Rose, Brian Sheldon, Nick Somero, Jessika Tantisook, Ken Wiegardt, Key McMurry, and Stan Smith

ITEMS REGARDING COUNTY CLERK'S OFFICE

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

Approval of Software Maintenance Agreement Renewal with Jury Management System, subject to adequate budget appropriations and authorize Clerk to sign

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

Adopt Resolution 2016-020 in the matter of setting fees for services

Approval of request by Community Health Educator for temporary voluntary leave of absence-**DEFERRED**

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve State Homeland Security Program Grant E16-220 with Washington State Military Department to support state and local efforts to prevent terrorism and other catastrophic events, and authorize the Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Accept the resignation of Ron Willis from the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2016-021 amending the Personnel Policy, Rules and Regulations

EXECUTIVE SESSION-not needed

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve purchase of an ICOM 7100 Amateur Radio from Ham Radio Outlet in the amount of \$1,079.95, including sales tax, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES

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

Approve promotion of Tessa Clements to Behavioral Health Program Assistant position, 0.70 FTE, Grade 10 Step 5 effective July 11, 2016 and approve advertising and filling of vacant Administrative Assistant II position, all subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING GENERAL BUSINESS

Chairman Wolfe read into the Proclamation declaring the week of June 19-25, 2016, as Amateur Radio Week

ITEMS REGARDING HEALTH & HUMAN SERVICES

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

Approve the purchase of a laptop computer, not to exceed \$1,600, subject to adequate budget appropriations

ITEMS REGARDING JUVENILE COURT SERVICES

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

Confirm hire of Megan Brock, Juvenile Probation Officer/Guardian Ad Litem, effective July 5, 2016, Grade 13, Step to be determined, subject to adequate budget appropriations *(Step 5 was confirmed)*

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 132704 thru 132798, in the amount of \$247,743.38, subject to adequate budget appropriations

RECESS – 9:34AM

PUBLIC HEARING – 10:00AM

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

Chairman Wolfe opened the public hearing to consider fy2016 supplemental budget appropriations requests. Paul Plakinger was sworn in and provided an overview of the requests.

Chairman Wolfe closed the public hearing.

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

Adopt Resolution 2016-023 regarding fiscal year 2016 supplemental budget appropriations

MEETING CLOSED – 10:09AM

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

Amendment #7 to the 2015-2017 Consolidated Contract Number C17121 filed this date

Amendment #8 to the 2015-2017 Consolidated Contract Number C17121 filed this date

Notice of Liquor License Application from WA State Liquor and Cannabis Board for Willapa Brewing Co

Notice received from State of Washington Office of Financial Management providing the preliminary April 1, 2016 population estimates

Notice of Liquor License Application from WA State Liquor and Cannabis Board for Pea Patch

WSU Master Gardener Certificates of Completion for Linda Walker, Betty Clemens, Wade Cogdill, Sharon Golightly, Bill Hewgley, Tracy Jones, and Don Keller

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

BOARD WORKSHOPS/MEETINGS HELD – No action taken

(This listing does not include those workshops/meetings attended by the Commissioners individually)

June 6, 2016

Departmental Briefings
Workshop w/ DCD re: staffing
Working re: zoning

June 13, 2016

Workshop w/ Paul Plakinger re: supplemental budget requests
Workshop w/ Tim Crose re: personnel
Workshop w/ Katie Lindstrom re: staffing
Meeting Agenda Review/Prosecutor Workshop
Workshop w/ NDC, PROS, SDC re: revenues
Workshop w/ Public Works re: staffing

June 14, 2016

Board of Equalization meeting re: orders
Board of Health/Board of Commissioners Meetings
Public Hearing: Finnish-American Folk Festival Assembly Permit
Elected Officials Meeting

June 15, 2016

Workshop w/ Health & Public Works
Workshop w/ Lodging Tax Advisory Committee re: process

June 20, 2016

Continued Commissioners Regular Meeting
Departmental Briefings

June 27, 2016

Meeting Agenda Review

June 28, 2016

Board of Health/Board of Commissioners Meetings
Public Hearing re: budget supplemental requests

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: JUNE, YEAR OF 2016

TOTAL EMPLOYEES: 184

TOTAL PAYROLL: \$758,382.62

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___12th___day of JULY 2016

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board

RECEIVED
PACIFIC COUNTY

JUN 29 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, July 12,2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

132812 thru 132873 \$ 249,918.94

Warrants Dated: June 30,2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JUN 30 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

REQUESTED MEETING DATE:

07/12/16

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: _____

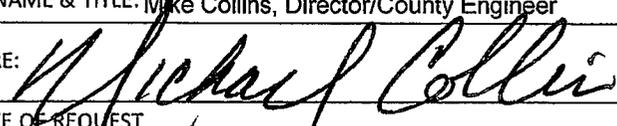
Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: <u>DPW</u>	DIVISION (if applicable): <u>Roads</u>
OFFICIAL NAME & TITLE: <u>Mike Collins, Director/County Engineer</u>	PHONE / EXT: <u>3368</u>
SIGNATURE: 	DATE: <u>6-27-16</u>
NARRATIVE OF REQUEST <u>Accept Temporary Construction Easement from Pacific County Anglers for the Hyland Stringer Creek Barrier Removal Project for Parcel #13082523043 to be recorded with the Pacific County Auditor.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <u>Accept temporary construction easement from Pacific County Anglers for the Hyland Stringer Creek Barrier Removal Project</u>	

TEMPORARY CONSTRUCTION EASEMENT

Tax Parcel No. 13082523043
Stringer Creek Barrier Replacement Project

The GRANTOR herein PACIFIC COUNTY ANGLERS, release to the County of Pacific, State of Washington, for the Hyland Stringer Creek Barrier Removal Project being funded through grants and managed by the Pacific County Anglers, a temporary construction permit being defined as that bypass road identified on the Site Plan By-Pass Road Sheet 10 of 16 of the Stringer Creek Barrier Replacement Project dated 1/15/16 designed by Waterfall Engineering and Chinook Engineering.

Said temporary construction easement is for the purpose of a temporary detour bypass road during the Stringer Creek Barrier Replacement Project. Said easement will be returned to its prior state by the contractor upon completion of the Stringer Creek Barrier Replacement Project. Said temporary easement will terminate upon completion of the Stringer Creek Barrier Replacement Project.

The Grantor being the owner of Tax Parcel No. 13082523043 as identified on Plan Sheet 3 of 16 – Existing Site Plan Sheet of the Stringer Creek Barrier Replacement of the plans noted above (note the parcel is listed under ownership of Pacific County Chapter NW Steelheaders on this drawing). Description of Tax Parcel No. 13082523043 being recorded under Pacific County Auditor File No. 3159832.

DATED this 20th day of June, 2016.

Robert C. Allan
PACIFIC COUNTY ANGLERS

STATE OF WASHINGTON)(
COUNTY OF PACIFIC)(

On this 20th day of June, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Robert C. Allan to me known to be the individual described, and is representing PCA as the President and executed the within instrument and acknowledged to me that CM signed and sealed the same as CM free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and seal, the day and year first above mentioned.

Cathy McMurray
Notary Public in and for the State of
Washington.
Residing in Pacific County
Commission Expires: 7/9/18



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

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

REQUESTED MEETING DATE:

7/12/2016

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: DPW DIVISION (if applicable): Roads

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

SIGNATURE: DATE:

NARRATIVE OF REQUEST

For Approval of the BOCC. Attached is our proposed Memorandum of Understanding Between Shoalwater Bay Indian Tribe and Pacific County to replace Memorandum dated 4/13/2010.

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

Approve Memorandum of Understanding with the Shoalwater Bay Indian Tribe to add county roads to their Indian Reservation Roads inventory



COUNTY OF PACIFIC

Department of Public Works

211 North Commercial Street

Raymond, WA 98577

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 OF UNDERSTANDING BETWEEN

SHOALWATER BAY INDIAN TRIBE

AND

PACIFIC COUNTY

TO REPLACE MEMORANDUM DATED 4/13/2010

The Shoalwater Bay Indian Tribe requests to add Pacific County Roads to their Indian Reservation Roads (IRR) inventory. The table below lists Pacific County Roads the Shoalwater Bay Indian Tribe desires to add to their inventory.

IRR ROUTE NO.	SEC. NO.	ROAD NAME	ROAD NO.	FROM	MP	TO	MP	LENGTH IN MILES COUNTY ROADS
0020	810	Dexter Dr	54980	Lagoon Dr	0.32	Breezy Way	0.42	0.10
0021	810	Paul Bunyan Dr.	55240	Mermaid	0.00	Lagoon	0.11	0.11
0022	810	Mermaid Dr	55110	Tokeland	0.00	Lagoon	0.13	0.13
0023	810	Front St	n/a	n/a	n/a	n/a	n/a	n/a
0024	810	Nelson Ln	n/a	n/a	n/a	n/a	n/a	n/a
0025	810	Whitcomb Ln	n/a	n/a	n/a	n/a	n/a	n/a
0026	810	North St	56700	Emerson	0.00	Kindred	0.05	0.05
0027	810	3 rd St	56900	Kindred	0.00	Curve	0.05	0.05
0028	810	7 th St	56330	Fisher	0.00	Wheeler	0.10	0.10
0029	810	8 th St	56320	Wheeler	0.00	Fisher	0.10	0.10
0061	010 & 020		n/a	n/a	n/a	n/a	n/a	n/a
0400	010		n/a	n/a	n/a	n/a	n/a	n/a
0401	010	Pier #1	n/a	n/a	n/a	n/a	n/a	n/a

IRR ROUTE NO.	SEC. NO.	ROAD NAME	ROAD NO.	FROM	MP	TO	MP	LENGTH IN MILES COUNTY ROADS
0402	010	Pier & Dock #2	n/a	n/a	n/a	n/a	n/a	n/a
0403	010	Pier & Dock #3	n/a	n/a	n/a	n/a	n/a	n/a
0404	010	Boat Launch	n/a	n/a	n/a	n/a	n/a	n/a
9513	820 & 810	Tokeland Road	95130	SR105	0.00	Hoquiam	1.73	1.73
9990	810	Fisher Ave	56300	Tokeland	0.00	7 th	0.26	0.26
9991	810	Breezy Way	54980	Lagoon	0.00	Curve	0.08	0.08
			54980	Dexter	0.42	Mermaid	0.53	0.09
9992	810	Lagoon Dr.	54980	Curve	0.08	Dexter	0.32	0.24
9993	810	Emerson Ave.	56900	Curve	0.05	Kindred	0.65	0.60
9994	810	Davis Dr.	n/a	n/a	n/a	n/a	n/a	n/a
9995	810	Kindred Ave.	95130	Tokeland	1.73	Emerson	2.99	1.26
			56970	Emerson	0.00	Dead End	0.04	0.04
						TOTAL MILES		4.94

A number of Shoalwater Bay Indian Tribe land are accessed by these roads and they are important for the transportation of goods and services, employment and economic development.

The parties to this Memorandum of Understanding agree to the following:

1. The roads being considered are open to the public and are being maintained by Pacific County.
2. Permitted activities within the right of way shall remain the jurisdiction of Pacific County.
3. The Shoalwater Bay Indian Tribe agrees to enter into a franchises agreement and obtain permits for any utility infrastructure, driveway access or other work they may desire to perform in the right of way.
4. Pacific County agrees to include the portions of the County roads listed in the Table of page one as non-BIA owned roads in the IRR Inventory and continues to accept responsibility for maintenance.
5. If IRR funds are used for improvement, either solely or in conjunction with the County, the County will continue to own and be responsible for these roads.



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:

7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Request execution of County Road Project (CRP#1640A) for the Signing Upgrade Project on Sandridge Road. This CRP combines Item #4 and #5 of the Annual Construction Program 2016 and revises Item #4 of the Six Year Transportation Program 2016-21. The name of the project is modified on the Six Year which must be forwarded to WSDOT for approval through their process.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2016-023 initiating County Road Project #1640A pertaining to the Signing Upgrade Project on Sandridge Road	

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1640A
RESOLUTION NO. 2016-023

IT IS HEREBY RESOLVED by the Board of County Commissioners that **SANDRIDGE ROAD**, State Road Log Number **91090** be improved as follows:

SIGNING UPGRADES - 2014 COUNTY SAFETY PROGRAM - FHWA Safety Improvement Program (HSIP)
Replace existing MUTCD signs and wooden posts on Sandridge Road with like kind of high intensity signing and metal posts.

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

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

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>	
Engineering	\$ 9,900	90% reimbursement
Right of Way	\$	
Administration	\$	
SUBTOTAL	\$ 9,900	
Construction	\$ 124,500	100% reimbursement
TOTAL	\$ 134,400	

[XX] This project is hereby revised as part of the officially adopted 2016 Annual Road Program in accordance with R.C.W. 36.81.130 and is the combination of Item #4 and #5.

[XX] This project is hereby revised as part of the officially adopted 2016-2021 Six Year Transportation Program and appears as revised Item No. 4.

IT IS STILL FURTHER RESOLVED THAT:

- [XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.
- [] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____, _____.

APPROVED AS TO FORM: BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST: _____
Commissioner

Clerk of the Board

Commissioner



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:
7/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD	
	Agenda Item #: <u>13</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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Accept the contract/performance bond from Frank Gurney, Inc. for the Pacific County Safety Guardrail Project 2016 and release bid bonds.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept contract/performance bond from Frank Gurney, Inc., for the Safety Guardrail Project 2016 and release bid bonds	



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:

07/12/16

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 6-29-16
NARRATIVE OF REQUEST Authorize County Engineer to sign Memorandum Of Understanding with Washington State Department of Natural Resources Public Land Survey Office for policy on chipsealing and survey monuments.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Memorandum of Understanding with WA State Department of Natural Resources Public Land Survey Office for policy on chip sealing and survey monuments and authorize County Engineer to sign	

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES PUBLIC LAND SURVEY OFFICE
AND
COUNTY OF PACIFIC

I. GENERAL INFORMATION:

This Memorandum of Understanding (MOU) is between the State of Washington, Department of Natural Resources, Public Land Survey Office, hereinafter referred to as the PLSO, and COUNTY OF PACIFIC, whose address is 211 North Commercial Street, Raymond, WA 98577, hereinafter referred to as the County.

II. PURPOSE:

The purpose of this MOU is to cooperatively promote a reasonable method of survey monument preservation throughout the Bituminous Surface Treatment process, hereinafter referred to as chip seal, without having to submit an Application for Permit to Remove or Destroy a Survey Monument, per 332-120-030 WAC.

III. RESPONSIBILITIES OF PARTIES:

It shall be the responsibility of the County to provide notification to the PLSO, of the proposed annual chip seal projects within the County and to ensure that all land boundary survey monuments within the project area are located and protected. All land boundary survey monuments shall be uncovered and made useable as soon as possible upon completion of chip seal activities or within 14 days. The County shall notify PLSO, in an annual report, when the affected monuments are uncovered and usable. April 1 shall be the reporting of uncovered monuments for the previous year, December 31 shall be reporting of proposed annual chip seal projects for the upcoming year. Reporting shall be a map showing locations, or a spread sheet listing by mile post the project limits, or a cover letter on letterhead including chip seal reporting to the County Road Administration Board. Enacting and complying with the requirements of this MOU will eliminate the County's responsibility to file a Permit to Remove or Destroy a Survey Monument, in regards to chip seal projects only.

PLSO will keep a copy of the County's proposed chip seal projects and completion notification on file. This file will be made available upon request to verify that the County has fulfilled the requirements of the MOU.

IV. SUBSIDIARY AGREEMENTS:

Additional working agreements, regarding specific cooperative efforts, if needed, shall be effected in writing by both parties as the need arises.

V. AMENDMENTS AND REVIEW:

This MOU may be amended at any time by the mutual written consent of the parties concerned or terminated with thirty (30) days written notice by either party. It may be subject to reconsideration at such other times as may be required and as agreed to by the parties entering into the MOU.

VI. NATURE OF AGREEMENT:

This MOU is intended to facilitate the statutory obligations imposed upon the various counties and the State of Washington with respect to the preservation of survey monuments. This MOU is intended only as a cooperative mechanism. It is not intended to be a binding contract which is subject to enforcement in a court of law. There would be no remedy for breach of this MOU.

It is understood that professionally licensed engineers and land surveyors hold themselves to the professional standards of conduct as outlined in Chapter 196-27A WAC "Rules of Professional Conduct and Practice".

This MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency, include title and agency name.

APPROVED:

COUNTY OF PACIFIC

DEPARTMENT OF NATURAL RESOURCES

Director or County Engineer

Kristina Horton, PLS, Manager of the PLSO

Signature

Signature

Date

Date

Address

Address

Phone

Phone



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

REQUESTED MEETING DATE:

JULY 12, 2016

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

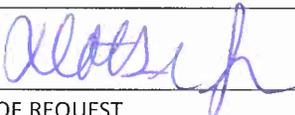
OTHER: _____

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: DEPT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: JULY 7, 2016
NARRATIVE OF REQUEST The Parks Dept requests the Board to approve and sign the Special Agreement with Camp Morehead Junior Grange #401 for the use of Morehead Park July 9-16, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Special Event Use Agreement with Camp Morehead Junior Grant #401 for use of Morehead Park and authorize Chair to sign	

ATTACHMENT C
RESOLUTION 2010-035

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

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Pacific County, hereinafter referred to as the "COUNTY", and Camp Morehead Junior Grange #401 hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 5 per person per day and the other considerations hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead Park

Event Date(s): July 9-16, 2016

THE COUNTY AGREES TO:

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

THE PERMITTEE AGREES TO:

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

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

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

Request for waiver of the insurance requirements is hereby:

Approved Denied

**ATTACHMENT C
RESOLUTION 2010-035**

- 7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
- 8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
- 9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

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

PERMITTEE

Thomas A. Murin

Signature

Advisor/Camp Director 7/5/16

Title

Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

RESOLUTION 2010-035
ATTACHMENT A

Special Event Application

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

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

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

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

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Junior Grange Resident Camp
2. Description of event: Overnight resident camp for 8-15
year old Junior Grange Members
3. Location of event: Morehead Park
4. Dates of event: July 9-16, 2016 Hours of operation: arrive 3pm on 7/9
depart 11am on 7/16
5. Has the event been held previously? YES Dates: 2006-2015
6. Estimated attendance: 50-60
7. Name and address of Event Representative: Tom Gwin
PO Box 181 Humphreys WA 98552
- Cell Phone Number: 360-581-0177 Office Number: 360-943-9911
8. Emergency contact name and phone number: Tom Gwin
360-581-0177

RESOLUTION 2010-035
ATTACHMENT A

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



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:
 7/12/16

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"/> CONTINUED TO DATE: _____	TIME: _____			
<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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 7/5/16
NARRATIVE OF REQUEST Request the Board review, approve, and sign a contract with Ocean Beach School District to provide school nursing for their summer school which runs from June 27th through August 5th, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p style="text-align: center; font-size: 1.2em;">Approve Service Contract for Summer School Nurse Services with Ocean Beach School District</p>	

Name of Contractor: Ocean Beach School District

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
SERVICE CONTRACT FOR SUMMER SCHOOL NURSE SERVICES

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

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

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

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):
Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real
 Telecomm & Data Processing Other (Describe) :
To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):
 Insurance/Bonds Emergency Event (Purchases/Public Works)
 Single (Sole) Source Purchase* Special Facilities/Market Conditions
*Resolution Required

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

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

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
Our office has provided school nursing for the Ocean Beach School District for the past 1 and 1/2 years. In order to be in compliance with the laws related to providing school nursing for students with special health care needs the school district has requested we provide school nursing time for their summer school program. The summer school began on June 27th, 2016 but we did not discuss actually providing the service until June 28th which will be the official start date of this agreement.

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

SERVICE CONTRACT
FOR
SUMMER SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Ocean Beach School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: 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 COUNTY

A. SUMMER SCHOOL NURSE SERVICES:

The COUNTY shall provide summer school nursing services for Ocean Beach School District which will include: identification and assessment of students with significant health concerns attending summer school, review health plans of those students; in accordance with Washington State law and District policy provide delegation, training, supervision and program management for the administration of medication to students; and delegate to and provide training and supervision of unlicensed school staff in the provision of registered nursing tasks that can by law be delegated. The COUNTY will also provide telephone consultation.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 27th day of June, 2016 and shall terminate on the 5th day of August, 2016. (the summer school term for 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.

Termination prior to the agreed termination date will require fifteen (15) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY \$1,871.1 for 39 hours of direct nursing services (6.5 hours one day a week) plus an additional 1.5 hours for training staff for a total of 40.5 hours. Any hours in excess of these hours will be documented and paid at a rate of \$ 46.20 per hour.

The COUNTY agrees to pay any local, state or federal taxes applicable to compensation or income received by the COUNTY pursuant to this agreement.

The DISTRICT agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development activities

IV - COMPLIANCE WITH LAWS

The COUNTY, 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, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans With Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

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, 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) the COUNTY, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

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 - 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.

OCEAN BEACH
SCHOOL DISTRICT

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Superintendent Jenny Risner

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



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

REQUESTED MEETING DATE:
6/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: 7/12/2016

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 6/20/16
NARRATIVE OF REQUEST Request the Board approve the request from Jeannie Weyl, Community Health Educator, to take a temporary, voluntary leave of absence, beginning on July 5th and ending on August 2, 2016. She is requesting this time off as the majority of her position is provided during the school year. Her position is an 0.82 FTE and she works a 1.0 FTE during the school year. She will return to work on August 3rd. She will be paying for her vision/dental insurance. She participates in the VEBA program for medical benefits. Following the workshop held on 7/5/2016, it was determined that Jeannie Weyl will be reduced to 0.5 FTE for the months of July, August, and September. She will return to 0.82 FTE on October 1, 2016	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve voluntary, temporary reduction of Community Health Educator to 0.5 FTE, effective July 1, 2016 and return to 0.82 FTE, effective October 1, 2016	



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

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

REQUESTED MEETING DATE:

07/12/16

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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"/> 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: Juvenile Probation Department

DIVISION (if applicable): Superior Court

OFFICIAL NAME & TITLE: Scott Jacot, Juvenile Court Administrator

PHONE / EXT: (360) 875-9350

SIGNATURE:

DATE: 6/22/16

NARRATIVE OF REQUEST

Our office is in need of a new laptop computer for a new staff member that will begin employment in July of 2016. A quote for that computer is attached to this request.

RECEIVED
PACIFIC COUNTY

JUN 23 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

Approve purchase of Dell laptop computer from state bid, in an amount not to exceed \$1,628.03, subject to adequate budget appropriations



Quote 1021611382966.1

COUNTY OF PACIFIC

Salesperson	Quote Details	Billing Details
Salesperson Name Bert Weatherby	Quote Date 02/17/2016	Company Name COUNTY OF PACIFIC
Salesperson Email Bert_Weatherby@Dell.com	Quote Validity 04/17/2016	Customer Number 7153115
Salesperson Phone 18009993355	Solution ID -	Phone Number 1 (360) 8759368
Salesperson Extension 7250024		Address ATTN/ANDY SEAMAN PO BOX 66 SOUTH BEND WA 98586-0066 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	1	\$1,479.25	\$1,479.25
Dell Urban 2.0 Topload Carrying Case - 15.6'	1	\$29.59	\$29.59
Subtotal			\$1,508.84
Tax			\$119.19
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$1,628.03



AGENDA REQUEST FORM

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

Agenda Item #: 19

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: 6/28/2016
NARRATIVE OF REQUEST Our Public Records Coordinator, James Worlton, has successfully completed his probation, effective June 30, 2016. We are requesting his FTE be increased to 0.90, July 1 through December 31, 2016, due to the increase in public records. In 2015, we had 549 requests, and to date, we have had 432 requests. There has been a substantial increase of requests for emails and takes a significant amount of time to fulfill. This increase was not included in our fy2016 budget; however, we anticipate having adequate budget appropriations for this increase. Thank you for your consideration.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve increase of James Worlton, Public Records Coordinator to 0.90 FTE, effective July 1, 2016 through December 31, 2016, subject to adequate budget appropriations	



REQUESTED MEETING DATE:
 7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 20

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: 7/6/2016
NARRATIVE OF REQUEST	
<p>We have been working on our 'continuity of operations' and found there is no official Delegation of Authority or Line of Succession in the event of an emergency and the Board is unavailable for duty. This resolution will authorize the County Administrative Officer and Management & Fiscal Analyst to act on your behalf until the Governor is able to appoint two members.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Adopt Resolution 2016- <u>024</u> in the matter of authorizing Delegation of Authority and Line of Succession in the event of an emergency and rendering the Board of Pacific County Commissioners unavailable</p>	

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

RESOLUTION NO. 2016-024

**IN THE MATTER OF AUTHORIZING DELEGATION OF AUTHORITY AND
LINE OF SUCCESSION IN THE EVENT OF AN EMERGENCY AND RENDERING
THE BOARD OF PACIFIC COUNTY COMMISSIONERS UNAVAILABLE**

WHEREAS, in the event of a disaster, it is essential to assure continued operation of Pacific County government and to provide for the appointment of temporary interim successors to the Board of Pacific County Commissioners; and

WHEREAS, if a declared disaster reduces the number of members to the Board of Pacific County Commissioners, then those members who are available for duty shall have full authority to act in all matters of Pacific County; and

WHEREAS, in the event that no members of the Board of Pacific County Commissioners are available for duty, the County Administrative Officer and the Management & Fiscal Analyst, jointly, shall act on behalf of the Board of Pacific County Commissioners until such time two members are appointed by the Governor of Washington State in accordance with Chapter 36.32.0558 RCW; and

WHEREAS, if it becomes impracticable, due to a disaster, to convene the Board of Pacific County Commissioners at their official office, they are authorized to convene at one of the following county owned sites or other locations as may become necessary:

1. Department of Public Works, 211 Commercial Street, Raymond, WA 98577
2. Raymond Senior Center, 324 Jackson Street, Raymond, WA 98577

WHEREAS, if it becomes impossible for the Board of Pacific County Commissioners to convene in person during a declared emergency, the Board may convene by teleconference or any other reasonable means; and

WHEREAS, after an emergency relocation, the official business of the Board of Pacific County Commissioners shall be lawfully conducted at such alternate site(s) for the duration of the emergency;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, we the Board of Pacific County Commissioners, do hereby order and direct that the following individuals are designated to act on our behalf in the event that no members of the Board of Pacific County Commissioners are unavailable for duty and delegate to each the powers and duties, to be assumed and carried out jointly by:

1. County Administrative Officer
2. Management & Fiscal Analyst

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board



REQUESTED MEETING DATE:

7/12/16

AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCCA 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: General Administration	DIVISION (if applicable): .09
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 7-6-16
NARRATIVE OF REQUEST Attached for your consideration is a contract with the EDC to facilitate the development of a county-wide overall economic development plan. PCOG recommended this project be funded at \$10,000 from the .09 Fund.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve .09 contract with the EDC in the amount of \$10,000 to facilitate development of a county-wide overall economic plan subject to signature by the EDC.	

Name of Contractor: EDC

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract between Pacific Co and the Pacific County EDC

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

- Contractor Type (check all that apply):
- | | |
|-------------------------------------|--|
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input checked="" type="checkbox"/> Public Organization/Jurisdiction |
| <input type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

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

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

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

To be located at: _____ development of OEDP

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

- | | | | | | |
|---|---|---|--|------------------------------------|-------------------------------------|
| <input type="checkbox"/> RFP | <input type="checkbox"/> RFQ | <input type="checkbox"/> Franchise | <input type="checkbox"/> Annexation | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Inventory Acquisition/Disposal | <input type="checkbox"/> Tort Claim | <input type="checkbox"/> Call for Bids | | |
| <input type="checkbox"/> Open Space | | <input type="checkbox"/> Post, Advertise, & Fill Position | | | |
| <input type="checkbox"/> Other (please describe): | _____ | | | | |

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

TOTAL COST/AMOUNT (include sales & use tax): 10000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 126 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? Yes No

SUPPLEMENTAL REQUIRED? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Pacific County Economic Development Council, 600 Washington Avenue, Raymond, Washington, 98577 (the “RECIPIENT”).

WHEREAS, the RECIPIENT is eligible for funding for personnel expenditures through Public Facilities Improvement Fund 126 in accordance with Chapter 82.14.370(3)(a) RCW; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148-A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under Chapter 82.14.370(3)(a) RCW to finance personnel in economic development offices; and

WHEREAS, the Pacific County Council of Governments has recommended that this expenditure be provided with public facility financial assistance from the COUNTY; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for personnel expenditures to perform services as listed in Section 3. Scope of Work.

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

1. **FUNDING**

Up to ten thousand dollars (\$10,000) for the time period July 1, 2016-March 31, 2017 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’s personnel expenses incurred specific to the development of the Pacific County Overall Economic Development Plan (OEDP). Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only. **Final billing and reports must be received by the County on or before March 31st, 2017. Any billings received after that date will not be honored.**

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for personnel and contract service expenses to complete Section 3, Scope of Work.

3. **SCOPE OF WORK**

Funding shall only be used to convene and coordinate the OEDP workgroup, and complete the following deliverables per Attachment A, "Draft Scope of Work Pacific County Overall Economic Development Plan":

- A. Convene and Coordinate the OEDP workgroup and subcommittees.
- B. Schedule and Facilitate Public Meetings as directed by the OEDP workgroup to gather input from local stakeholders and residents.
- C. Present monthly status reports to the Board of County Commissioners including drafts of sections of the plans included as deliverables via this contract.
- D. Provide formal status report to the Board of County Commissioners at its regularly scheduled public meeting on December 13th, 2016.
- E. Completion of a Comprehensive Asset Map (Section I-Attachment A).
- F. Completion of the Local Economic Situation/Economic Base Analysis (Section II-Attachment A).
- G. Prepare initial economic development assessment (Additional Workplan-Attachment A)

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty-five (45) days of billing.

As a provision for receiving funding, the RECIPIENT shall provide the following with every request for reimbursement:

- A. a copy of personnel time sheets evidencing hours worked along with backup documentation for each item listed in Section 3. Scope of Work
- B. evidence of completion of Section 3. Scope of Work with final reimbursement request

5. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of July 2016. It will continue in effect through the 31st day of March 2017 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

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

8. **NONDISCRIMINATION**

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

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

10. **EMPLOYMENT RELATIONSHIPS**

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

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

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 RECIPIENT's indemnity obligations under the Contract.

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

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

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

17. **SEVERABILITY**

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

18. **DISPUTE RESOLUTION**

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

19. **GOVERNING LAW AND VENUE**

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

20. **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.

21. **ADMINISTRATION**

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

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

For the RECIPIENT: Paul Philpot, Executive Director
Pacific County EDC
600 Washington Street
Telephone: (360) 875-9330

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

RECIPIENT
Pacific County EDC

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Paul Philpot, Executive Director

Frank Wolfe, Chair

Steve Rogers, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney's Office WSBA#

DRAFT SCOPE OF WORK PACIFIC COUNTY OVERALL ECONOMIC DEVELOPMENT PLAN

ORGANIZATION

The economic development planning process has been initiated by the Pacific County Board of County Commissioners. The ongoing process will be directed by the OEDP workgroup, and facilitated by the Pacific County Economic Development Council. The primary focus will be on contributions to economic development by local governments and other public entities. PCOG will administer the list of OEDP Adopted Projects eligible for .09 Funding. The EDC and other partners will provide support to the working groups and track their progress in accomplishing identified action items and producing outcomes. The EDC director will report on their progress and outcomes to BOCC. This process will also emphasize the public's role by making public input a key component of the plan's development.

PURPOSE

The Pacific County Overall Economic Development Plan embraces a dynamic, ongoing planning and development process focused on enhancing the community's well-being through sustainable job creation, business retention, expansion, recruitment, and local wealth retention.

Project Deliverables

As noted above, public input has been cited as a key component of the desired outcome for this process; therefore, it has been suggested that a proposed sub-committee/working group structure will be integral to the project and long-term success of the goals, objectives, strategies, steps, tasks, etc., that must be carried out to create buy-in and to encourage the plan's implementation. In the case of items I, II, and III, below, it is understood that certain amounts of work will be conducted prior to the public phase. Tasks such as collecting and downloading some data, doing research, compiling reports, running portions of the analysis to prepare for public meetings, gathering information, assembling plans and outlines, and similar activities involved in setting the stage for the OEDP process, will utilize EDC staff, primarily, and some working groups, and that these activities are understood to be included in the planning process.

The Overall Economic Development Plan will result in producing the following elements:

I. A Comprehensive Asset Map

- Natural features (ocean, bay, rivers, forests)
 - Recreational
 - Cultural
 - Industrial
 - Commercial
 - Infrastructure (services, transportation, utilities)
 - Schools/Educational
 - Hospitals/Medical services
 - Social services
 - Environment
 - Other

ATTACHMENT A

II. An Inventory of the Local Economic Situation/Economic Base Analysis

Data concerning the following should be collected:

- a. **Community Assets** – a brief recapitulation of those items found in I. (above)
- b. **Demographic Data** – population growth/decline; distribution by age, gender, ethnicity; economic values - income, housing, education; life expectancy; etc.
- c. **Business Inventory** – a business census showing type by NAICS code
- d. **Business Survey** – to determine
 - Current conditions or relative economic health
 - Which businesses, if any, are expanding
 - Which businesses, if any, face closure
 - What the EDC or local government entities could do to help
 - What other (non-economic) issues they face, such as:
 - Workforce
 - Regulations
 - Logistics
- e. **Retail Market Analysis** – to determine
 - Disposable income levels
 - Retail trade area
 - Retail spending by local residents
 - Leakage (by volume and total value)
- f. **Workforce Demographics** – labor supply and skills, training acquired, etc.
- g. **Housing/Property Values** – time-series, growth or decline, rental v. owner occ.
- h. **Industrial Land and Building Supply** – zoning and availability
- i. **Commercial Land and Building Supply** – zoning and availability
- j. **Community Presentation/Image** – research to identify SWOTs
- k. **Governmental Services** – conduct research to measure public perception of:
 - Administration
 - Permitting
 - Zoning
 - Utilities (capacity/rates)
 - Ports
 - Fire/Police
 - Streets and Transportation

III. A Countywide Economic Development Plan with Specific Goals & Objectives

- To bolster business retention and expansion efforts
- To expand and create a more diverse manufacturing base
- To enhance attraction efforts with increased ROI
- To develop industrial property and/or buildings
- To redevelop Central Business Districts (see downtowns)
- To develop a Small Business Incubator/Maker Space (at Ports?)
- To encourage value-added wood and seafood processing
- To enhance/expand the development of supply chain connections

a. To Revitalize Downtown Areas or Central Business Districts

- Recruit/support retail businesses
- Facilitate or broker business sales (i.e. rather than allow businesses to close)
- Improve presentation (signage, cleanup, painting, design guidelines, etc.)
- Create local investment fund or other alternative means to raise capital

b. To Maximize Local Wealth Retention

- Promote local shopping
- Promote local entrepreneurs
- Promote local investing in local businesses, property, housing, etc.
- Promote local business ownership
- Promote selling local products locally (lumber, agriculture, seafood, etc.)

c. To Increase Tourism

- Develop and promote outdoor recreation
- Develop marijuana tourism
- Expand marketing

l. To Increase Access to Capital for Local Businesses

m. To Cultivate Potential Entrepreneurs and Local Leaders

- Develop business mentoring program
- Host business forums and workshops
- Outreach to local schools
- Develop local leadership program

n. Other

[For the next deliverable, the Adopted Public Projects (formerly the WA-CERT list), will continue to be administered by PCOG, as they have in the past. PCOG will function in the same role as it has in the past, conducting and overseeing the process on behalf of the Board of County Commissioners. Other projects on the list will be tracked by the EDC but are not official County projects, i.e., not necessarily receiving any public funds. The list of Adopted Public Projects will be used as the County's CEDS for Federal purposes.]

ATTACHMENT A

IV. Adopted Projects & Prioritized Action Items

PCOG and the EDC will maintain a List of Projects/Action Items

Each of these items will include the following:

1. Project Title
2. Lead Entity/Lead Person
3. Scope of Work, Schedule and budget
4. Metrics for Measuring Progress/Outcomes - Community wide metrics will be used to track broad outcomes.

Additional Work Product-Initial Economic Development Assessment

In addition to those products listed above, this assessment will include:

- Review of Business Retention & Expansion Program Effectiveness
- Conditions Limiting Manufacturing Diversity
- Situation Resulting in Lack of Industrial Lands and Buildings
- Factors in Deteriorating Downtowns
- Circumstances Leading to Lack of Retail and Service Options
- Elements in High Rate of Wealth Leakage/Disinvestment
- Causes of Elevated Rates of Unemployment and Poverty
- Issues Limiting Access to Investment Capital
- Environmental Regulations Checklist
- Workforce Concerns: Availability; Quality; Lack of Desired & Soft Skills
- Additional Opportunities Based Upon Inventory/Public Input

Schedule

The OEDP project will be initiated in July 2016 and will proceed until its completion, which is anticipated to be during 2017. Status reports will be made on a monthly basis to BOCC, and formal reports will be provided to the Pacific County Board of County Commissioners in March 2017.

During the project's early phase it is understood that the tasks will include both data gathering and research, and work by sub-committees and work groups, which may include public meetings. During the project's latter phase, the work may still include work by sub-committees and work groups, along with additional data gathering, with an emphasis on preparation of reports and documents.

Price

During the initial phase of the OEDP, Pacific County has allocated \$10,000.00 from Fund 126 to underwrite the costs associated with the project. The EDC will be responsible for billing the County for the hours its personnel spend on the project, to pay subcontractors directly and to bill the County for these expenditures, and to close out the first phase with at least 5% of the allocation in place, in order to cover any unforeseen expenses.

ATTACHMENT A

Assumptions

It is assumed that the EDC will conduct the work necessary to complete the project without undue delay, that all of the members of OEDP workgroup will help to move the project forward in a timely manner, that any and all sub-committees and/or work groups will carry out their tasks with diligence, and that those things which are beyond the control of the parties (that may affect the project's outcome) will be acknowledged in writing in a timely manner.

Acceptance

Upon completion, the OEDP will be submitted to the Pacific County Board of Commissioners for its review and approval. Upon the Board's approval, the final billing will be processed for payment.



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:
 7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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: 7/6/2016
NARRATIVE OF REQUEST	
<p>The Pacific Conservation District is asking for your support and financial commitment for the Smith Creek Tidal Restoration Project. The Local Support Document is required to be signed by the Chair and submitted with the application by July 22nd.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve the Washington Coast Restoration Initiative Local Support Document pertaining to the Smith Creek Tidal Restoration Project and authorize Chair to sign</p>	

WASHINGTON COAST RESTORATION INITIATIVE LOCAL SUPPORT DOCUMENT

The intent of this form is to document support by a local organization for a project being proposed for funding through the Washington Coast Restoration Initiative (WCRI).

Project Name: Smith Creek Tidal Restoration Project

Project Sponsor: Pacific Conservation District

Supporting Organization: Board of Pacific County Commissioners

Signing Representative: Frank Wolfe

Title: Chairman

Contact information: 1216 W Robert Bush Drive/P O Box 187, South Bend, WA 98586

Phone: 360/875-9337 email: mguernsey@co.pacific.wa.us

By signing below, it is affirmed that the above named organization is in support the project as it is currently proposed. Furthermore it is agreed that the project is likely to have a net benefit to the local environment and community.

Signature: _____ Date _____

The space below may be used by the supporting organization to provide comments or additional documents may be attached, if needed.

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.



REQUESTED MEETING DATE:
 7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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.

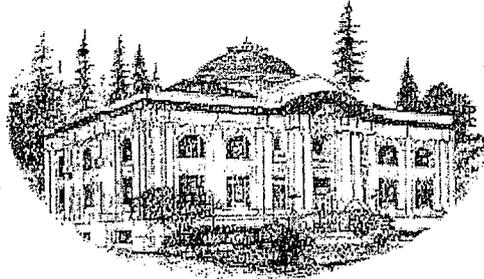
DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>mg</i>	DATE: 7/6/2016
NARRATIVE OF REQUEST	
Open public hearing Swear in those wishing to testify/provide testimony Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the Beach Barons Assembly Permit application for the Rod Run to the End of the World to be held on September 10 and 11, 2016; subject to receipt of \$2,000 contribution to Pacific County for law enforcement support, a current copy of Certificate of Insurance being submitted and all food vendors obtaining food permits; these conditions must be met prior to the event	

Pacific County Department of Community Development **MAR 24 2016**

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

SOUTH BEND OFFICE
Courthouse Annex
1216 W. Robert Bush Drive
P.O. Box 68
South Bend, WA 98586
Website: www.co.pacific.wa.us

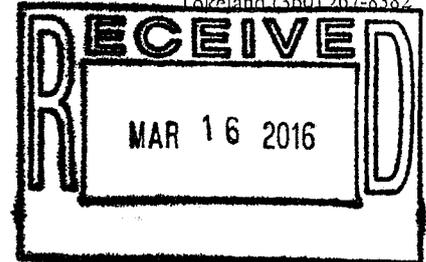


LONG BEACH OFFICE
318 North Second
Long Beach, WA 98631
Website: www.co.pacific.wa.us

(360) 875-9356
FAX (360) 875-9304
Tokeland (360) 267-8356
Naselle (360) 484-7356

(360) 642-9382
FAX (360) 642-9387
Naselle (360) 484-7382
Tokeland (360) 267-8382

Assembly Application
Ordinance No. 35B



Fee: ~~\$200.00~~ (non-refundable)
250.00 per Brandy

A social event or assembly for any purpose which said person believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

- Organization/name of event Beach Barons Car Club Inc - Rod Run to the End of the World
 - Location Address Wilson Field - 25515 Sandridge Road; Ocean Park WA 98640
Mailing Address P.O. Box 237; Ocean Park WA 98640
 - Contact person/person in charge Dennis Farmer (Pres) Phone# 360-244-9574 Prez Cell
360-665-3565 Bus.
 - Date(s) of event September 10-11 Overnight camping? 2016 Yes No
 - Water supply North Beach Water Sewage disposal Evergreen Septic Inc
 - Number of people attending 4,000 Number of toilet facilities 40 + 3 handicapped
Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees and 2 toilets handicap accessible.
 - Number of hand washing facilities 4 free standing - 8 with Sanicans
 - Method of solid waste disposal 2 30yd Pump Boxes
 - Number of food service facilities Approx 15-20
 - Certificate of Liability Insurance Yes No
- Filed On file - will be renewed Date _____
Applicant's signature [Signature] Date 3-7-16

Approved by _____ Date issued _____

N ↑

Hill property
500 cars

NEAR
EMOND
200 cars

WIE 9 AVI
200 cars

GOOD W/ A
200 cars

VENDOR ROW

car
bridge
ped
bridge

CREEK

car
bridge

club
HOUSE

INFORMATION
booth

car
bridge

COPY



LONG BEACH PENINSULA

Beach Barons' Cruise Route
September 10, 2016
4pm to 6pm

Surfside Estates

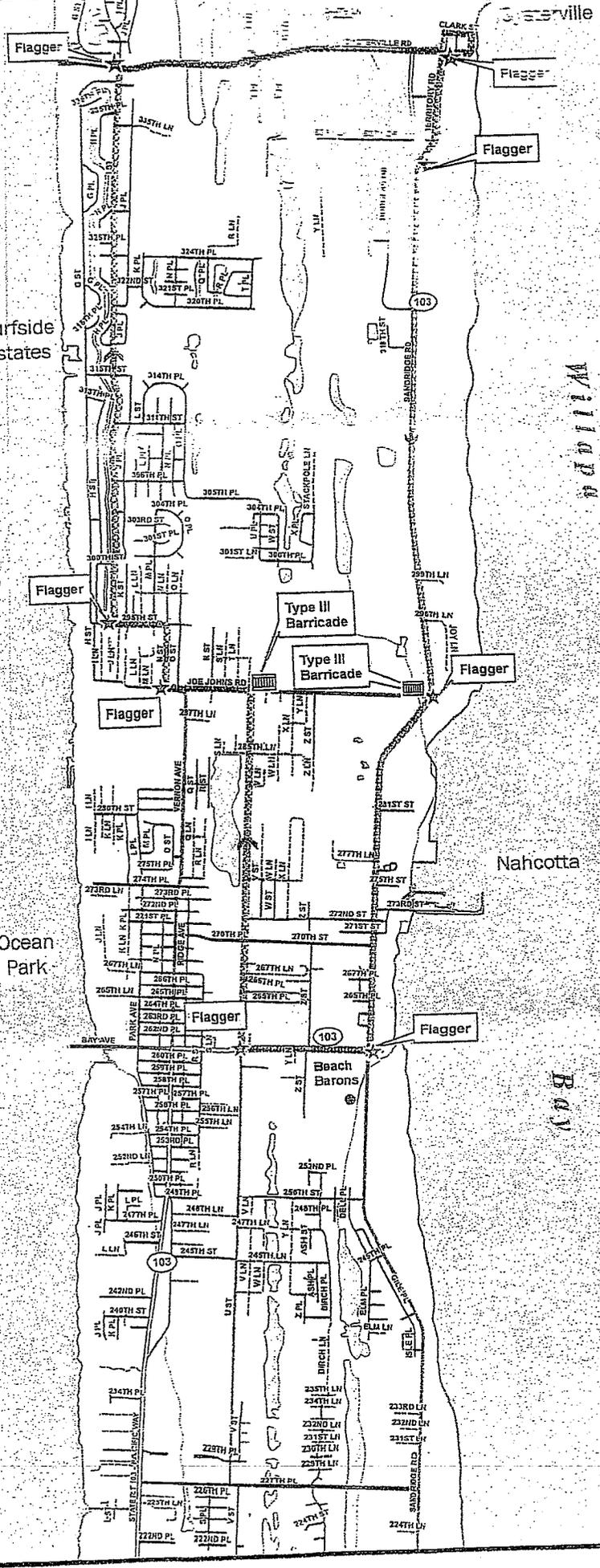
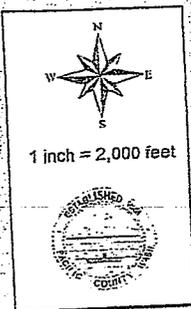
Ocean

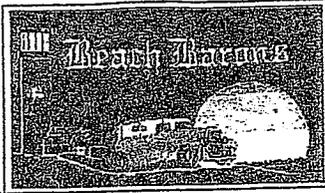
Pacific

Ocean Park

Nahcotta

BAY





LONG BEACH PENINSULA

Beach Barons' Poker Run

September 11, 2016 9-11am

Surfside Estates

Ocean

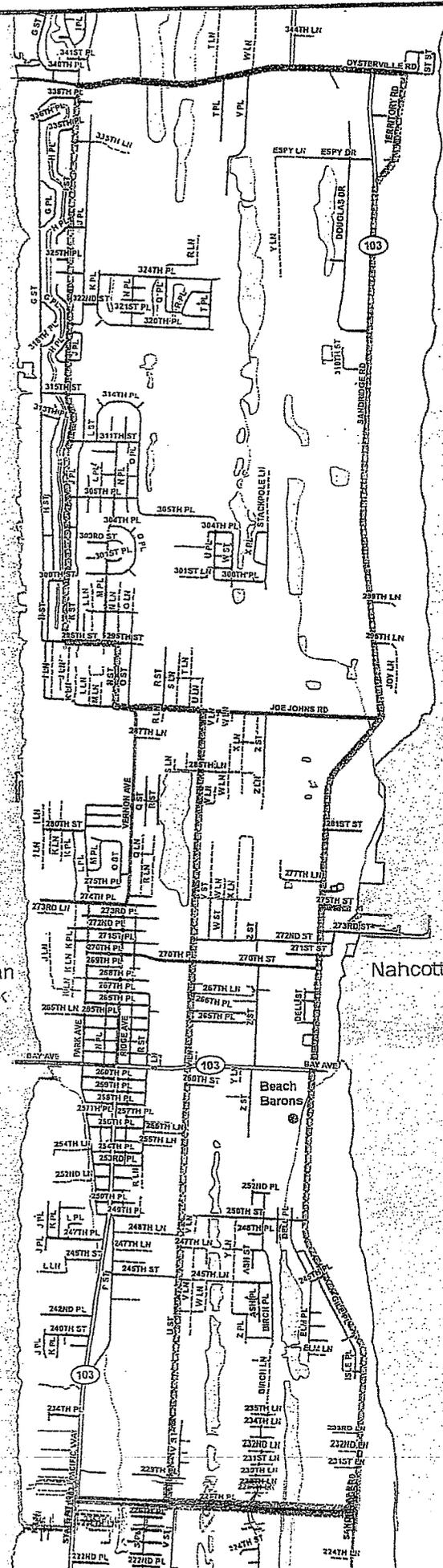
Willapa

Ocean Park

Nahcotta

Bay

Pacific



Oysterville

1 inch = 2,000 feet



REQUESTED MEETING DATE:
7/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
	Agenda Item #:	25		
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): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE:	DATE: 7/12/2016
NARRATIVE OF REQUEST Open Public Hearing Swear in those wishing to testify Close the Public Hearing	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Adopt Ordinance No. 162B amending Section 20 of Ordinance No. 162, effective immediately	

ORDINANCE NO. 162B

AN ORDINANCE AMENDING

ORDINANCE 162 SECTION 20 – OYSTERVILLE HISTORIC DISTRICT & DESIGN REVIEW BOARD.

WHEREAS, the Board of Pacific County Commissioners adopted the Pacific County Comprehensive Plan in August 2010, and subsequently adopted Ordinance 162 Section 20 – Oysterville Historic District and Design Review in December 2012; and

WHEREAS, the Pacific County Ordinance 162 Section 20(D) establishes and designates an Oysterville Design Review Board “to review all architectural and historical preservation matters related to physical construction within the boundaries of the Oysterville historic district”; and

WHEREAS, the competing and disparate pressures to develop and/or preserve this area have created intergovernmental and community tension, disharmony, and inefficiency; and,

WHEREAS, four (4) out of the five (5) members of the Oysterville Design Review Board (ODRB) withdrew from their positions between March & April, 2016; and

WHEREAS, with only one (1) member on the Oysterville Design Review Board, the property owners within the Oysterville Historical District cannot promptly develop and/or refurbish their homes; and

WHEREAS, RCW 36.70A.020(7) sets the goal that “Applications for . . . local government permits should be processed in a timely and fair manner to ensure predictability.”; and

WHEREAS, RCW 64.40.020 gives property owners a cause of action against the County if the County’s land use action is untimely; and

WHEREAS, due to the small community and the requirement that every member but one have property interests within the Oysterville Historical District, the application of the Appearance of Fairness Doctrine RCW 42.36.010 calls into question the propriety of the design review process where quasi-judicial decisions are being made by people whose real property values are affected by their decisions; and

WHEREAS, through this Amendment to Ordinance 162, Section 20, the Pacific County Board of County Commissioners has elected to contract with a Hearings Examiner; and

WHEREAS, the Board of Pacific County Commissioners deems it to be in the public interest to amend Ordinance 162, Section 20 to provide the property owners with an avenue to timely develop and refurbish their properties.

IN ACCORDANCE WITH CHAPTER 36.32 RCW, CHAPTER 36.70 RCW, AND CHAPTER 36.70A RCW, IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON, THAT ORDINANCE NO. 162 IS AMENDED BY ORDINANCE NO. 162B AS FOLLOWS:

Ordinance 162 Section 20(D), (E), (F), (G), (H) (1), and (L) (2): is repealed.

Ordinance 162 Section 20 (I): "ODRB-ACTIONS" is replaced by "OYSTERVILLE DESIGN REVIEW (ODR)-ACTIONS".

Ordinance 162 Section 20 (K): "It" is replaced with "The Hearings Examiner".

Ordinance 162 Section 20 (N): "within the jurisdiction of the ODRB" is replaced with "within the Oysterville Historic District".

Ordinance 162 Section 20 (N) (1): "ODRB" is replaced with "ODR"

All other sections that address the "ODRB" are amended to read the "Hearings Examiner". The Hearing Examiner will hear all Type III Development Permit Applications per Ordinance 150 – Hearings Examiner and Ordinance 177 - Procedures for Processing Land Use Development Applications.

The sections of Ordinance No. 162 that are not modified by Ordinance No. 162B remain in full force and effect.

If any provision or portions thereof, contained in Ordinance No. 162B is held to be unconstitutional, invalid, or unenforceable, said provisions, or portion(s) thereof, shall be deemed severed and the remainder of the Ordinance shall not be affected and shall remain in full force and effect.

Ordinance No. 162B shall take effect immediately.

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

_____ AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

APPROVED AS TO FORM:

Prosecuting Attorney's Office

ATTEST:

Marie Guernsey, Clerk of the Board



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

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

REQUESTED MEETING DATE:
 7/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

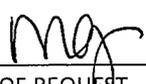
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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): Boards/Commissions
 OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board PHONE / EXT: _____

SIGNATURE:  DATE: 7/6/2016

NARRATIVE OF REQUEST

With the potential adoption of Ordinance No. 162B, the responsibility of review will be transferred to the Hearings Examiner, and it will be necessary to adopt a resolution dissolving the Oysterville Design Review Board.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
 Adopt Resolution 2016- 025 in the matter of the dissolution of the Oysterville Design Review Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-025

IN THE MATTER OF THE DISSOLUTION OF THE
OYSTERVILLE DESIGN REVIEW BOARD

WHEREAS, the Oysterville Design Review Board (ODRB) was created through the adoption of Pacific County Ordinance No. 131 on the 7th day of September, 1993; and

WHEREAS, and Pacific County Ordinance No. 162 Section 20 – Oysterville Historic District and Design Review was adopted on the 20th day of December 2012; and

WHEREAS, the Pacific County Ordinance No. 162 Section 20-D establishes and designates the ODRB “to review all architectural and historical preservation matters related to physical construction within the boundaries of the Oysterville historic district”; and

WHEREAS, four (4) out of the five (5) members of the ODRB withdrew from their positions between March & April, 2016; and

WHEREAS, Pacific County No. Ordinance 162B has been adopted and transfers the responsibility of Review Considerations (Section 20-K) to the Hearings Examiner;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners that the Oysterville Design Review Board is hereby dissolved, effective the 12th day of July, 2016.

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

Lisa Ayers, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner