

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

**Tuesday, August 23, 2016
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Item A)

- A) Approve Rainbow Valley Landfill Claims Vouchers:
SCS Engineers: \$1,061.51
Royal Heights Transfer Station Inc.: \$614.88
PUD No. 2: \$30.06

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.

2016-32

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

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

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5050	7/31/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$1614.88

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

Gary Sale PRES. 8/2/16
Signature Title Date

Reviewed by:
Tim Crose 8/3/16
Faith Taylor, Director Date
Department of Community Development

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

Chairman, Pacific County Board of Health Date

RECEIVED
PACIFIC COUNTY

AUG 09 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

Invoice

DATE	INVOICE #
7/31/2016	5050

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
8/10/2016

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
7/31/2016	48,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	614.88

Balance Due

\$614.88

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

total gallons

48000

TOTAL \$614.88

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

August 23, 2016

9:00AM or shortly thereafter

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

AGENDA

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

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

10:00 AM Critical Areas and Resource Land Ordinance/closed record hearing

WORKSHOP(S) *(held in the Commissioners Conference Room unless otherwise noted)*

10:30 AM Shoreline Master Program workshop

Call to Order

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

PROCLAMATION

- 1) Adopt Proclamation establishing September 17 through 23, 2016 to be Constitution Week

CONSENT AGENDA (Items 2-5)

Department of Community Development

- 2) Approve Amendment #7 of the Memorandum of Understanding with Cities of South Bend and Raymond and the Royal Heights Transfer Station; authorize Chair to sign

Assessor's Office

- 3) Approve disposal of HP Laserjet printer

Sheriff's Office

- 4) Approve Amendment A to the Emergency Management Performance Grant Contract #E16-113 regarding Continuity of Operations Planning (COOP); 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.

General Business

- 5) Approve Vendor Claims; Warrants Numbered 133280 thru 133408 in the amount of \$873,328.43

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 6) Consider approval of License Agreement #NA-17701.00 with Pacific West Timber Company regarding use of Alanen Road; authorize Chair to sign
- 7) Consider approval of additional expenditure for equipment shed
- 8) Accept resignation of Mitchell Wirkkala, RMT II and consider approval of request to fill vacant position
- 9) Consider approval of Final Project Prospectus for North Nemah Road Improvement and Stringtown Road Culvert Replacement

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT #1

- 10) Consider approval of Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC2 with State of WA Parks and Recreation Commission; authorize Chair to sign

ITEMS REGARDING COUNTY FAIR

- 11) Consider approval of Vendor and Concession Agreements

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 12) Consider approval of Waste Collection and Management Agreement with Royal Heights Transfer Station
- 13) Consider approval of Waste Collection and Management Agreement with Peninsula Sanitation

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 14) Consider approval of Service Contract for School Nurse Services with Willapa Valley School District
- 15) Consider approval of Youth Suicide Prevention Grant with Willapa Behavioral Health

ITEMS REGARDING JUVENILE COURT ADMINISTRATION

- 16) Consider approval of Interagency Agreement IAA17433 with WA State Administrative Office of the Courts for BECCA Programs and Services; authorize Juvenile Court Administrator to sign

ITEMS REGARDING SHERIFF'S OFFICE

- 17) Consider approval of request to extend emergency appointment of Corrections Officers to December 31, 2016

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

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

ITEMS REGARDING GENERAL BUSINESS

- 18) Consider approval of Landlord Estoppel Certificate and Consent to Assignment of Communications Facility Use Agreement from Pacific Lutheran University to Friends of 88.5FM; authorize Chair to sign
- 19) Consider adoption of Resolution 2016-_____ establishing the Facility Use Application Process and rescind Resolutions 2010-035, 2013-070, and 2015-015
- 20) Consider approval of adjusting longevity date for Marie Guernsey
- 21) Consider approval of Employment Agreement with Shawn Humphreys, Department of Community Development Deputy Director
- 22) Consider adoption of Resolution 2016-_____ establishing a short-term intergovernmental loan with Pacific County Drainage District #1 and consider approval of Intergovernmental Agreement in the amount of \$50,000
- 23) Consider approval of Certificates of Appreciation for presentation at the Fair
- 24) Consider approval of request to issue Request for Qualifications (RFQ) for Land Use Hearings Examiner

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 26) Critical Areas and Resource Land Ordinance/closed record hearing

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:

8/23/2016

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

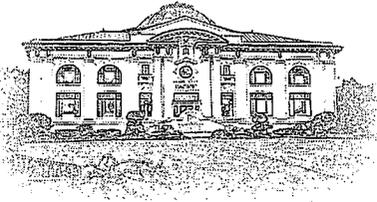
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: 7/27/2016
NARRATIVE OF REQUEST Sandra Edwards, Vice Regent of the Ocian In View chapter of National Society, Daughters of the American Revolution (NSDAR) has requested we adopt the attached Constitution Proclamation. The celebration of the Constitution was started by the Daughters of the American Revolution (DAR). In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Proclamation establishing September 17 through 23, 2016 to be Constitution Week	



Pacific County COMMISSIONERS

Steve Rogers, District #1
Frank Wolfe, District #2
Lisa Ayers, District #3

PROCLAMATION

Whereas, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, we the Board of County Commissioners, of Pacific County, State of Washington, do hereby proclaim September 17 through 23, 2016 to be

CONSTITUTION WEEK

And ask Pacific County citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
PACIFIC COUNTY

ATTEST:

Frank Wolfe, Chairman

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

Steve Rogers, Commissioner



REQUESTED MEETING DATE:
08/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

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): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE: _____	DATE: 7/11/2016
NARRATIVE OF REQUEST The Department is requesting the BOCC approve amendment #7 of the Memorandum of Understanding between Pacific County, the cities of South Bend and Raymond, and Royal Heights Transfer Station. The amendment adjusts the contract rate to \$105.04.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #7 of the Memorandum of Understanding with Cities of South Bend and Raymond and the Royal Heights Transfer Station and authorize Chair to sign	

Name of Contractor: _____

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

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):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS: _____

MEMORANDUM OF UNDERSTANDING

Amendment #7

Between

Pacific County,

City of Raymond, City of South Bend,
and Royal Heights Transfer Station

This Memorandum of Understanding amends the August 1, 2011 – July 31, 2012 adjusted rate per the Transfer Station and Disposal Agreement between Pacific County, the Cities of South Bend, and Raymond, and Royal Heights Transfer Station dated January 1, 2010.

The parties mutually agree to the following modifications to the adjusted rate:

	Current	CPI	New
Transportation	\$38.49	50%	\$38.59
Disposal	\$21.68	85%	\$21.77
Royal Heights TS	\$33.69	85%	\$33.84
Admin Royal Heights TS	\$0.10	frozen	\$0.10
Pacific County Fees:			
Solid Waste Mgmt	\$4.37	85%	\$4.39
Post-Closure	\$4.05	frozen	\$4.05
Moderate Risk Waste	\$2.30	frozen	\$2.30
Contract Rate	\$104.68		\$105.04

The adjusted rate for the Special Handling Fee for self haulers continues to be:

	Current	CPI	New
Special Handling Fee	<u>\$23.75</u>	frozen	<u>\$23.75</u>
	\$128.43		\$128.79

This rate does not include the monthly fuel surcharge adjustments.

This agreement shall become effective the 1st of August, 2016. All other terms, agreements and conditions of the original agreement remain in effect.

Signature block on next page.

Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this _____ day of _____, 20____.

THE CITY OF RAYMOND, WASHINGTON

BOARD COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Jason Dunsmoor, Mayor

Frank Wolfe, Chair

THE CITY OF SOUTH BEND, WASHINGTON

Julie Struck, Mayor

ROYAL HEIGHTS TRANSFER STATION, INC.



Laurence G. Bale, President

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:
8/23/2016

AGENDA REQUEST FORM

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ASSESSOR'S OFFICE	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR	PHONE / EXT: 2208
SIGNATURE: <i>Becky R. Nissen, Deputy</i>	DATE: 8/11/2016
NARRATIVE OF REQUEST Disposal of Printer (HP Laserjet P4515X) that is not functioning properly. Tried to fix problems earlier in year and same problem is occurring. Replace per Computer Services, age is showing.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve disposal of HP Laserjet printer in accordance with Personal Property Inventory Procedures	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2977	DEPT/OFFICE: ASSESSOR
EQUIPMENT DESCRIPTION: PRINTER, HP LASERJET P4515X	LOCATION: COURTHOUSE, SOUTH BEND
MODEL NUMBER: LJ P4515X	SERIAL NUMBER: CNDY428032

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

DISPOSAL

DISPOSAL DATE: 8/11/2016	HOW DISPOSED: WILL BE TAKEN TO GARBAGE DUMP
REASON FOR DISPOSAL: NOT FUNCTIONING PROPERLY, TRIED TO FIX EARLIER IN YR, BUT AGE IS SHOWING; REPLACE PER AND	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

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

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

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

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

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



REQUESTED MEETING DATE:

08/23/2016

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

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

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

SIGNATURE: _____ DATE: 08/11/2016

NARRATIVE OF REQUEST

Request approval of contract amendment to EMPG contract E16-113 extending the performance period by 30 days to ensure Continuity of Operations Planning (COOP) is completed. Also request chair to sign. This amendment changes only the performance period. The rest of the contract terms are unchanged.

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

Approve Amendment A to the Emergency Management Performance Grant Contract #E16-113 regarding Continuity of Operations Planning (COOP) and authorize Chair to sign

**Washington State Military Department
AMENDMENT**

1. SUBRECIPIENT NAME/ADDRESS: Pacific County Emergency Management PO Box 27 South Bend, WA 98586-0101		2. GRANT AGREEMENT NUMBER: E16-113	3. AMENDMENT NUMBER: A
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Matt Robbins, (253) 512-7472 matt.robbins@mil.wa.gov	
6. TIN or SSN: 91-6001356	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.042 (15EMPG)	8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2015-EP-00028-S01	
9. FUNDING AUTHORITY: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: The Subrecipient is requesting a one-month extension in order to complete planned work under Program Area #2 to include Continuity of Operations Plan updates.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> Change the Grant Agreement expiration date from August 31, 2016 to September 30, 2016. The overall Grant Agreement amount of \$18,656.00 is unchanged. Replace Original Timeline Exhibit D with Revised Timeline Exhibit D attached to this amendment. 			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Subrecipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Richard A. Woodruff, Contracts Officer Washington State Military Department	Date	Signature Frank Wolfe, Chair Board of County Commissioners	Date
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		APPROVED AS TO FORM (if applicable): Applicant's Legal Review _____ Date	

Form Date: 10/27/00

REVISED TIMELINE**FFY 2015 Emergency Management Performance Grant Program**

DATE	TASK
June 1, 2015	Grant Agreement Start Date
September 30, 2016	Grant Agreement End Date
October 31, 2016	Submit final reimbursement request, additional reports, and/or deliverables.

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Pacific County Emergency Management PO Box 27 South Bend, WA 98586-0101		2. Grant Agreement Amount: \$18,656		3. Grant Agreement Number: E16-113	
4. Subrecipient Contact, phone/email: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us		5. Grant Agreement Start Date: June 1, 2015		6. Grant Agreement End Date: August 31, 2016	
7. Department Program Manager, phone/email: Sierra Wardell, (253) 512-7121 sierra.wardell@mil.wa.gov		8. Data Universal Numbering System (DUNS): 084604016		9. UBI # (state revenue): 254-000-662	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2015-EP-00028-S01		12. Federal Award Date: 09/22/2015		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 (15EMPG)	
14. Total Federal Amount #: \$7,219,265		15. Program Index # & OBJ/SUB-OBJ: 753PT NZ			16. TIN: 91-6001356
17. Service Districts: (BY LEGISLATIVE DISTRICT): 19 (BY CONGRESSIONAL DISTRICT): 3		18. Service Area by County(ies): Pacific County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the FY 2015 Emergency Management Performance Grant (15EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 15EMPG Award EMW-2015-EP-00028-S01, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 4. Special Terms and Conditions 2. DHS/FEMA Award and program documents 5. General Terms and Conditions, and, 3. Work Plan 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT: _____ Signature Richard A. Woodruff, Contracts Administrator Washington State Military Department			FOR THE SUBRECIPIENT: _____ Signature Steve Rogers, Chair Board of County Commissioners		
12/2/2015 Date			11/10/15 Date		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file 9/22/2015) Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date		

Form 05/12/2015 MLL

**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, August 23, 2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

133280 thru 133408 \$ 873,328.43

Warrants Dated: August 12, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

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:

08/23/16

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

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Execution of License Agreement with Pacific West Timber Company - Campbell Group LLC for use of roadway. A version was executed in the 7/26 BOCC meeting, changes to the insurance language was requested and approved by Civil Attorney. Agreement with authorize use of the Alanen Road, the Deep River Mainline and the Busse Canyon Road.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve License Agreement #NA-17701.00 with Pacific West Timber Company regarding use of Alanen Road, the Deep River Mainline and the Busse Canyon Road and authorize Chair to sign	

17701.00**LICENSE AGREEMENT**

This License Agreement (the "**Agreement**") is made and entered into effective as of this 1st day of May, 2016 (the "**Effective Date**"), by and between Pacific West Timber Company (Washington) LLC, a Delaware limited liability company by Campbell Global, LLC, a Delaware limited liability company its authorized agent, as ("**Licensor**"), and Pacific County, a municipality of the State of Washington. ("**Licensee**").

DEFINITIONS

- A. "**Roads**" shall mean Alanen Road, the Deep River Mainline, and Busse Canyon Roads described and shown on Exhibit A attached hereto and incorporated herein by reference.
- B. "**Residents**" shall mean those individuals indemnified by Licensee who need temporary access to the Roads as a secondary access to Residents' Property.
- C. "**Allowed Use**" shall mean the vehicular ingress and egress access to and from the Residents' Property granted by Licensor to Licensee and Residents.
- D. "**Residents' Property**" shall mean that real property occupied by Residents.
- E. "**Residents' Invitees**" shall mean Residents' guests, emergency personnel, USPS and delivery companies who require access to Residents' Property.

RECITALS

- A. Licensor owns or manages that certain real property more fully described and/or depicted on Exhibit A attached hereto (the "**Property**") in which the Roads cross.
- B. Licensee desires to gain access to a portion of the Property for the following purpose only: Temporary access for Licensee and Residents for the Allowed Use.
- C. Licensor has agreed to allow Licensee and Residents to travel the Roads for the Allowed Use ONLY for the period commencing on May 1st, 2016, and expiring on December 31, 2017 (the "**Term**"), subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged and agreed to by Licensor and Licensee (individually, a "**Party**," and collectively, the "**Parties**"), the Parties agree as follows:

1. **Grant of License.** Subject to the terms hereof, Licensor hereby grants only to Licensee, Residents and Residents' Invitees, a temporary, revocable, non-exclusive license (the "**License**") to reasonably enter upon the Property for the purpose of traversing the Roads due to the currently impassable public roads. The License shall only exist and be valid during the Term and shall terminate immediately upon expiration of the Term, unless otherwise extended in writing by Licensor, in its sole and absolute discretion.
2. **Terms and Conditions.** The Parties hereby agree that the grant of the License shall be subject to the following terms and conditions:

A. The License is granted to Licensee and Residents only for the purpose of providing vehicular ingress and egress to and from the Residents' Property. Licensee and Residents shall at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Property in connection with the License. Licensee and Residents are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Property or any other lands owned by Licensor. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, or local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the **Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "ESA").** For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Licensee shall save, protect, defend, indemnify, and hold harmless the Property, Licensor and the respective employees, agents, contractors and subcontractors of the Licensor from and against any and all loss, damage, cost, expense, or liability (including **reasonable** attorney fees) and the **reasonable** costs of repairs and improvements necessary to return the Property or any other lands owned by Licensor to the physical condition existing prior to undertaking any activity related to any Hazardous Substance **to the extent** arising out of or attributable to Licensee or Residents' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon **in violation of Applicable Laws, including (without limitation) Environmental Laws.** This indemnity shall survive the expiration or earlier termination of this Agreement. Licensee and Residents also shall comply with all rules and regulations of Licensor pertaining to the Property, whether conveyed to Licensee verbally or in writing. Any damage to the Property caused by the Allowed Use or any related uses by Licensee or Residents shall be fully repaired by Licensee on or before expiration or earlier termination of the Term, all to the end that the Allowed Use upon the Property shall be performed at no cost or expense to Licensor and with no unreasonable damage or destruction to the Property.

B. Licensor reserves for itself and for any of its employees, licensees, invitees, contractors or agents (each, a "**Licensor Party,**" and collectively, the "**Licensor Parties**") the right at all times for any purpose, to simultaneously use, cross and recross the Property in any manner and at all locations. Licensee further agrees that neither it nor Residents shall interfere, in any way, with the reasonable access to the Property and will ensure at all times during the Term that all routes of ingress and egress through the Property are unencumbered and accessible to the Licensor Parties at all times. Access through the Property can be denied or revoked by Licensor if, as determined by Licensor in its sole and absolute discretion, the operations of the Licensee or Residents create a safety problem or if the operations of the Licensee or Residents interfere with Licensor Party operations on the Property. Licensee acknowledges and agrees that Licensor is primarily in the timber and forest products industry and that Licensor will utilize the Property and in connection with logging, harvesting and other timber related activities pertaining to the cultivation, growing and harvesting of timber and, as such, Licensee acknowledges, understands and agrees that Licensee and Residents' utilization of the Property shall not, at any time, interfere with Licensor's utilization of the Property for such purposes or any other purposes whatsoever desired by Licensor in its sole and absolute discretion. Furthermore, it is understood that Licensor may, without incurring any liability to Licensee for the restoration of the surface or otherwise, use all roads located upon the Property for purposes of transporting logs and logging equipment and minerals and mining equipment and other types of equipment by any type of vehicles. Any rights granted under the License shall not cause any restriction or limitations to any operations conducted by Licensor or any Licensor Parties. All rights under the License are subordinate to all other activity Licensor may conduct or allow to be conducted on the Property, including but not limited to forestry operations, aerial spraying, road building, logging and burning.

C. Neither Licensee nor Residents shall build a fire on the Property at any time or for any reason. Smoking is strictly prohibited once fire season is in effect, as determined by applicable governmental authorities regulating forestry and forest products operations. No garbage or waste materials may be brought onto or left on the Property by Licensee or Residents, except for ordinary household waste which will be routinely disposed of by Residents at a licensed waste handling facility. No power-driven tools such as chainsaws or winches shall be used on Property by Licensee or Residents. Access through the Property may be revoked during any period of extreme fire danger, as determined by Licensor in its sole and absolute discretion. Licensee further agrees to operate upon the Property in a reasonable and prudent manner so as not to cause or allow the existence of conditions which might pose an unreasonable risk of damage or injury to the Licensor, any Licensor Parties or the Property. Additionally, Licensee and Residents shall at all times: (i) take all reasonable precaution to prevent unauthorized persons from using the Property; and (ii) immediately report to Licensor any dangerous or defective condition with respect to any portion of the Property or roads located thereupon.

3. Indemnification. LICENSEE AGREES TO SAVE, PROTECT, INDEMNIFY, FOREVER RELEASE, DEFEND AND HOLD HARMLESS LICENSOR, LICENSOR PARTIES AND THE PROPERTY FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND, ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY USE OF THE PROPERTY BY LICENSEE OR LICENSEE PARTIES (DEFINED BELOW), INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, AND TO PAY OFF AND DISCHARGE ALL EXPENSES, FINES, LIENS, CLAIMS, DEMANDS, PENALTIES, NATURAL RESOURCE DAMAGE ASSESSMENTS, DAMAGES, AND LIABILITIES OF WHATEVER CHARACTER OR DESCRIPTION AFFECTING ALL PARTIES AND THE PROPERTY ARISING OUT OF SUCH USE BY LICENSEE OR LICENSEE PARTIES. THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, PROVIDED HOWEVER, THAT EXCEPT FOR PREMISES LIABILITY, THIS INDEMNITY SHALL NOT APPLY TO SUCH DAMAGE, INJURY, SICKNESS OR DEATH, THE PROPORTION OF WHICH WAS CAUSED BY THE NEGLIGENCE OR FAULT OF INDEMNITEE AS FINALLY DETERMINED BY A TRIER OF FACT, AND (B) REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGES, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY PORTION OF THE PROPERTY, WHETHER OR NOT SUCH DEFAULT OR CONDITION WAS KNOWN BY LICENSOR. UNDER THE PROVISIONS OF THIS INDEMNITY, LICENSEE IS AGREEING TO INDEMNIFY LICENSOR FROM LICENSOR'S OWN NEGLIGENCE OR FAULT. IF REQUESTED TO DO SO BY LICENSOR, LICENSEE WILL ASSUME (WITHOUT EXPENSE TO LICENSOR BUT USING COUNSEL SELECTED BY LICENSOR IN ITS SOLE AND ABSOLUTE DISCRETION) THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE LICENSOR FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, ALL APPEALS, COURT COSTS AND ATTORNEYS' FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. LICENSEE SHALL ADDITIONALLY PAY OR SATISFY ANY JUDGMENT, DECREE OR SETTLEMENT ARISING THEREFROM. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

LICENSEE FURTHER AGREES TO SAVE, DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR, THE PROPERTY AND THE LICENSOR PARTIES FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, AND EXPENSES INCIDENTAL THERETO, INCLUDING THE COST OF THE DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, WHICH ANY OR ALL OF THEM MAY HERINAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF CONTAMINATION OR ADVERSE AFFECTS ON THE ENVIRONMENT, ANY VIOLATION OR ALLEGED VIOLATION OF ENVIRONMENTAL LAWS, DIRECTLY OR INDIRECTLY CAUSED OR ARISING OUT OF THE NEGLIGENT OR WILLFUL USE OF THE LICENSE OR PROPERTY BY LICENSEE OR LICENSEE PARTIES.

LICENSEE'S OBLIGATIONS UNDER THIS SECTION ADDITIONALLY INCLUDE, WITHOUT LIMITATION, CLAIMS OF ALL EMPLOYEES, LICENSEES, RESIDENTS, INVITEES, AGENTS, AND SUBCONTRACTORS OF LICENSEE (IF ANY) ("LICENSEE PARTIES"); CLAIMS FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING PROPERTY OF THE PUBLIC (SUCH AS AIR, WATER, FISH AND WILDLIFE), AND INCLUDING LAND AND TIMBER, AND OTHER PROPERTY, OWNED BY LICENSOR; CLAIMS FOR TRESPASS, NUISANCE, ALL FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION INSURANCE; AND CLAIMS BASED UPON OR RESULTING FROM THE OCCURRENCE OF FIRE ON OR SPREADING OF FIRE TO OR FROM ANY PART OF THE PROPERTY, INCLUDING THE COSTS OF SUPPRESSING THE SAME.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OBLIGATIONS OF INDEMNITY SET FORTH IN THIS SECTION 3 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

4. Default; Remedies. Failure by Licensee or Residents to comply with any of its duties or obligations hereunder may result in the immediate termination of this Agreement by Licensor, in Licensor's sole and absolute discretion. In the event of any such termination, Licensee and Licensee Parties shall immediately and completely vacate the Property and remove all of their personal property therefrom. Notwithstanding the foregoing, in the event of any default by Licensee hereunder, Licensor shall be entitled to seek and enforce any remedy available to Licensor under applicable law, including (without limitation) an award for consequential damages.

5. Entire Agreement. This document sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties.

6. Attorneys' Fees. In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing Party (not statutorily prevailing Party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined. If Licensor becomes involved in litigation (as a plaintiff, defendant, or cross-claimant or cross-defendant) by reason of any debt incurred by Licensee or Residents, any alleged personal or bodily injury or property damage related to the Property or Licensee or Residents' conduct related to this Agreement, and/or any matter for which Licensee has an indemnity obligation hereunder, then Licensee agrees to fully defend Licensor, using lawyers of Licensor's choice, upon Licensor tendering its legal defense to Licensee. Should Licensee refuse the tender of defense, then Licensee shall be liable to Licensor for all its costs and fees incurred in connection with such litigation.

7. Applicable Law; Time of the Essence; No Waiver; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. Time is of the essence with respect to all of the duties and obligations of Licensee hereunder. Failure by Licensor at any time to require strict performance by Licensee of any provision hereof will in no way affect Licensee's rights hereunder to enforce such provision nor will any waiver by Licensor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Multnomah County, Oregon.

8. Counterparts. This Agreement may be executed in two or more counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each Party to this Agreement.
9. Remedies Cumulative; Sale by Licensor. Any and all remedies for default set forth in this Agreement shall be cumulative and shall be in addition to other remedies provided by law or in equity. Any election to pursue a particular remedy by any Party shall not constitute a waiver of the right held by that Party to pursue any other remedy. In the event the Property is sold by Licensor, this Agreement shall immediately terminate and be of no further force and effect.
10. Authority. The individual executing this Agreement on behalf of each Party represents, promises, warrants and pledges unto the other Party that he or she has all requisite power and authority to execute this instrument on behalf of such Party.
11. Insurance. Licensee is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW.48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. A Certificate of Membership is incorporated into this Agreement and attached hereto as Exhibit B (the "**Certificate of Membership**").
12. Assignment. This Agreement is personal to Licensee, and may not be sold, conveyed, assigned or otherwise transferred in whole or in part to any third party without the prior written consent of Licensor, which may be withheld, conditioned or delayed in Licensor's sole and absolute discretion. It shall be an event of default hereunder for Licensee, without the prior written consent of Licensor, to sell, convey, assign or otherwise transfer any rights arising out of or related to this Agreement, without the prior written consent of Licensor (a sale of controlling interest in the entity comprising Licensee shall be deemed a sale requiring the prior written consent of Licensor). If Licensor consents to assignment of any of Licensee's duties hereunder, Licensee shall remain jointly and severally liable for performance by assignees with respect to compliance with this Agreement.
13. No Representation by Licensor. Licensee has inspected the Property and area thereof covered by the License and is familiar with conditions and accepts them for use in their present condition. In entering into this Agreement, Licensee is not relying on any other representations as to the present or future condition of the Property, or the condition of any roads located thereupon, and the soils or rock located thereupon. Licensee agrees that in consideration of this Agreement, and the inspection of the Property made by Licensee prior to the execution hereof, Licensee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature. The Parties further agree that Licensee is aware that Licensor engages in felling, cutting, hauling away of trees, and other forest products situated and growing upon the property of Licensor, including (without limitation) the Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Licensee to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.
14. Notices. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, or facsimile transmission, when delivered in person or the transmission is received at the address or facsimile number set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for notices by giving five (5) days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Licensor: Pacific West Timber Company (Washington) LLC
 c/o Campbell Global, LLC
 One SW Columbia St., Ste. 1700
 Portland, OR 97258-2039
 Attn: Asset Management
 Telephone: 503-275-9675
 Facsimile: 503-275-9667

With a copy to: Pacific West Timber Company (Washington) LLC
 c/o Campbell Global, LLC
 PO Box 99
 Cathlamet, WA 98612
 Attn: _____
 Telephone: _____
 Facsimile: _____

If to Licensee: _____

 Attn: _____
 Telephone: _____
 Facsimile: _____

15. Anti-Harassment; Drugs and Alcohol. Licensee agrees to refrain from verbal and physical harassment, including sexual harassment, of Licensor's employees. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature made to an employee when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Licensee agrees to refrain from any drug or alcohol use while performing any aspect of this Agreement or while on the Property or any other Licensor owned or controlled property. Prohibited drug and alcohol use shall include, but is not limited to, any performance of this Agreement while under the influence of any drug or alcohol, including prescription, legal, and illegal drugs or alcohol. Licensee shall require all of the Licensee Parties to comply with this Section.

16. Final Agreement; Amendments. This document is the entire and complete agreement of the Parties. There are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties hereto or displayed by either Party to the other with respect to the subject matter hereof, including without limitation any prospectus or invitation to bid, and none thereof shall be used to interpret or construe this Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both Licensor and Licensee in order to be effective and binding.

17. Endangered Species. Streams and other waterways located on the Property are or may be inhabited by species of salmon and steelhead that are listed as threatened or endangered under the ESA. Under the ESA, it is unlawful to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any endangered species and certain threatened species. This includes significant habitat modification or degradation that actually kills or injures fish by significantly impairing essential behavioral patterns. The use by Licensee and Residents of the Property must be undertaken in a manner consistent with the ESA.

18. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signatures appear on the following page]

The Parties have executed this Agreement as of the Effective Date.

LICENSOR:

LICENSEE:

Pacific West Timber Company (Washington) LLC, a
Delaware limited liability company

Pacific County, a(n)

By: Campbell Global, LLC, a
Delaware limited liability company
Its: Authorized Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

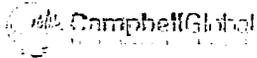
Exhibits

- A – Roads and Property
- B – Certificate of Membership

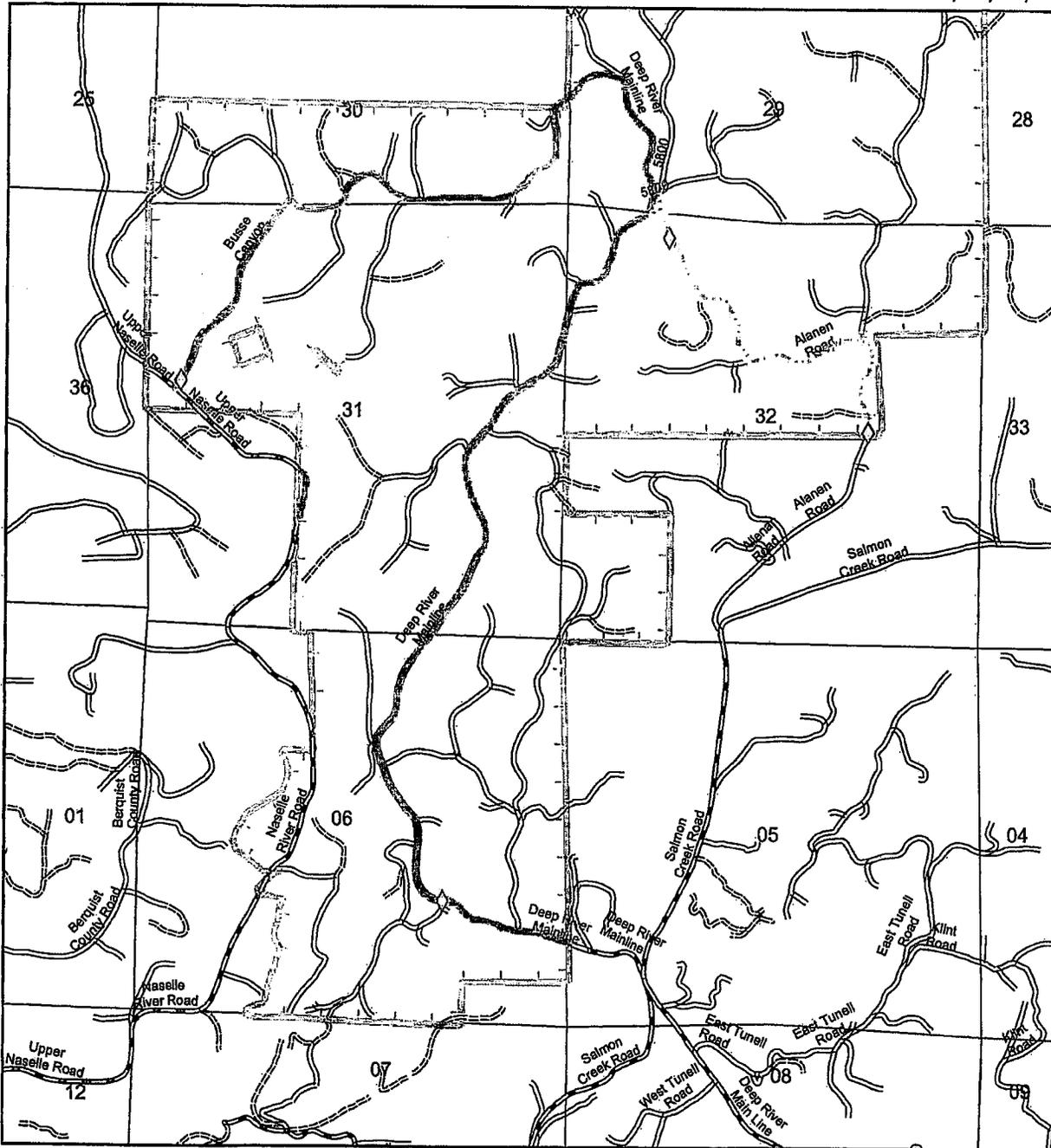
EXHIBIT A
Roads and Property

Pacific County Road License

Exhibit A



T10N R08W Sec. 06
T11N R08W Sec. 29, 30, 31, 32



1 inch = 2,000 feet

	Paved		Main Route - After September 30, 2016	
	Rocked		Temporary Route - Prior to bridge replacement	
	Dirt; Unknown		Pac West - Naselle Ownership	
	Gates			

Date: 7/15/2016

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

MEMBER COUNTY:

Pacific County, Washington
 Attn: Kathy Spoor, Administrative Officer
 PO Box 6
 South Bend, WA 98586

Liability Coverage Afforded by the:

Washington Counties Risk Pool
 2558 R W Johnson Rd SW, Suite 106
 Tumwater, WA 98512-6103

Pacific County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:

20152016RISKPOOL-PACO

MLC EFFECTIVE DATE:

October 1, 2015

MLC EXPIRATION DATE:

October 1, 2016

LIMITS OF LIABILITY EACH OCCURRENCE

BI AND PD COMBINED:

\$10,000,000

TYPES OF LIABILITY

COVERAGE AFFORDED:

General Liability

- Including:**
- Bodily Injury
 - Personal Injury
 - Property Damage
 - Errors and Omissions/Professional
 - Advertising Injury

Automobile Liability

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE

CANCELLATION

Contract for use of roads for emergency access

SHOULD THE ABOVE DESCRIBED MLC BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

During the MLC Period 10/1/15 - 10/1/16

CERTIFICATE HOLDER:

ISSUE DATE:

July 26, 2016

Pacific West Timber Company (Washington) LLC
 C/O Campbell Global, LLC
 PO Box 99
 Cathlamet WA 98612
 Attn: Jim Hansen



Claims Assistant



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:
8/23/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
		Agenda Item #:	7	
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"/> 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): ERR
OFFICIAL NAME & TITLE: Andi Harland	PHONE / EXT: 2274
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Request increase of originally requested bid amount for metal shed to be purchased from Michael Hogg. The cost increase is due to a industry wide increase in lumber (truss) prices that were not accounted for in the original bid received earlier in the year. The total amount requested is \$34,496 which is an additional \$996.00.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve additional expenditure in the amount of \$996 for equipment shed due to unforeseen increase in lumber prices for a total of \$34,496, including tax and delivery, and subject to adequate budget appropriations	



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

REQUESTED MEETING DATE:
8/23/16

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item#: <u>8</u>	Initial: _____ Date: _____	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> DEFERRED TO: _____		Review <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN			<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: Department of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE:	DATE: <u>8-15-16</u>
NARRATIVE OF REQUEST	
Approve resignation of Mitchell Wirkkala. Request to advertise for South County RMTII.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept resignation of Mitchell Wirkkala, RMT II and approve request to fill vacant position in accordance with Section 2.22 Hiring Process of the Personnel Policy and subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

08/23/16

AGENDA REQUEST FORM

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

Agenda Item#: 9

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 8-11-16
NARRATIVE OF REQUEST Execute Final Project Prospectus for submittal to the County Road Administration Board for Rural Arterial Program funding (RAP) for North Nemah Road Improvement No. 94080 MP 0.32-0.77 and Stringtown Road Culvert Replacement No. 15130 MP 0.12-0.17.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Final Project Prospectus for North Nemah Road Improvement and Stringtown Road Culvert Replacement	

Name of Contractor: _____

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

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):		TOTAL TAX:	
TOTAL SHIPPING/HANDLING:		EXPENDITURE FUND #: ¹⁰⁴ ____.XXX.XXX.XX.XX	
EXPENDITURE BUDGETED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required?	<input 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 checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:	10% of costs

Washington State
County Road Administration Board
2404 Chandler Court SW Suite #240 Olympia, WA 98504-0913 www.crab.wa.gov



June 28, 2014 *Ho*

MEMO TO: SW RAP Region County Engineers
FROM: Randy Hart
RE: SW Region RAP visual rating list for proposed '17-'19 projects

Enclosed you will find the visual/structural ratings for your proposals submitted for '17-'19 RAP funding. The top projects (in gray background) are carried forward from prior biennia and will receive the first funding in the '17-'19 biennium. Note that for 2R projects, you will be adding the Freight and Goods rating to the surface rating for the total structural rating. For Drainage projects, you will be adding the pipe/culvert condition to the surface rating for the total structural rating.

The final prospectuses, signed by your commissioner/executive and county engineer (from a print out of the [RAP Online](#) form), are due on September 2, 2014. The [online submittal](#) of that form includes the worksheets and all other required forms as attachments. Mail only the signed prospectus form and not the attachments.

The SW Region **submittal limit** for each county is \$1,000,000 based on the most recent '17-'19 revenue estimate and turned-back funds. This is the amount each county will be limited to for the total requested amount, all *new* projects combined. The county **funding limit** is also \$1,000,000. Your eventual funding will be reduced by any RATA increases or emergent/emergency funding you may have received in the current biennium.

Funding for individual **drainage projects** is limited to \$500,000. The region set-aside for funding drainage projects is \$1,000,000.

Rating points must be assigned only to the extent that the deficient condition will be improved by the proposed RAP project.

Please contact me at 360-350-6081 or randy@crab.wa.gov if you have questions.

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

**RURAL ARTERIAL PROGRAM
PRELIMINARY PROSPECTUS**

Biennium 2017 - 2019

Region: SW County: Pacific

IDENTIFICATION

State Legislative District: 19 Six-Year T.I.P. Priority No: 41

Road Number(s)	Road Name(s)	FFC(s)	TRC(s)	BMP(s)	EMP(s)
94080	North Nemah Road	08	T4	0.320	0.770

DESCRIPTION OF PROPOSED IMPROVEMENTS PURPOSE AND DEFICIENCIES TO BE IMPROVED

The North Nemah Road Improvement Project MP 0.32 (Williams Creek Bridge) to MP 0.77 (North Nemah Bridge) will improve 0.45 miles of roadway. The existing roadway is narrow, bumpy, rough to drive, and has two ninety degree curves. The asphalt concrete pavement surface has distresses throughout with alligator cracking, potholes, and patching. The current roadway is twenty foot wide, which can be a hazard when two vehicles meet. The roadway is used by a variety of recreational opportunities to include, public fishing and hunting, hiking, a private campground, the Washington State Fish Hatchery, logging of forest products, and general public residential access. Re-alignment of the ninety degree curves will enhance safety, but will also move the existing roadway away from the North Nemah River, the bridges and eliminate scour situations.

Improvements would include; pavement repair, drainage improvements, widening to accommodate two - eleven foot (11') lanes, re-alignment of the two - ninety degree curves, side slope improvements, preleveling and wearing course lifts of hot mix asphalt.

Work will be completed in two phases: (1) county force work to include - clearing, g

(Use additional sheets as necessary, ATTACH VICINITY MAP)

ESTIMATED FUNDING

Phase	Est Total Cost	RATA Amount
Design/Prelim. Engr.	\$20,000	\$18,000
Right of Way		
Construction	\$600,000	\$540,000
TOTAL	\$620,000	\$558,000

PROJECT TYPE

* Project Type: 3R - Rehabilitate, Resurface, Restore

LOCAL PROJECT APPROVAL

RAP Preliminary Prospectus prepared under the supervision of:


 Signature - County Engineer / Date
 2-22-16

* If FA, Federal funding must be acquired prior to final prospectus submittal.

Pacific County Tax Lot Map

North Nemah Road

Road No. 94080

1 inch = 1,000 feet

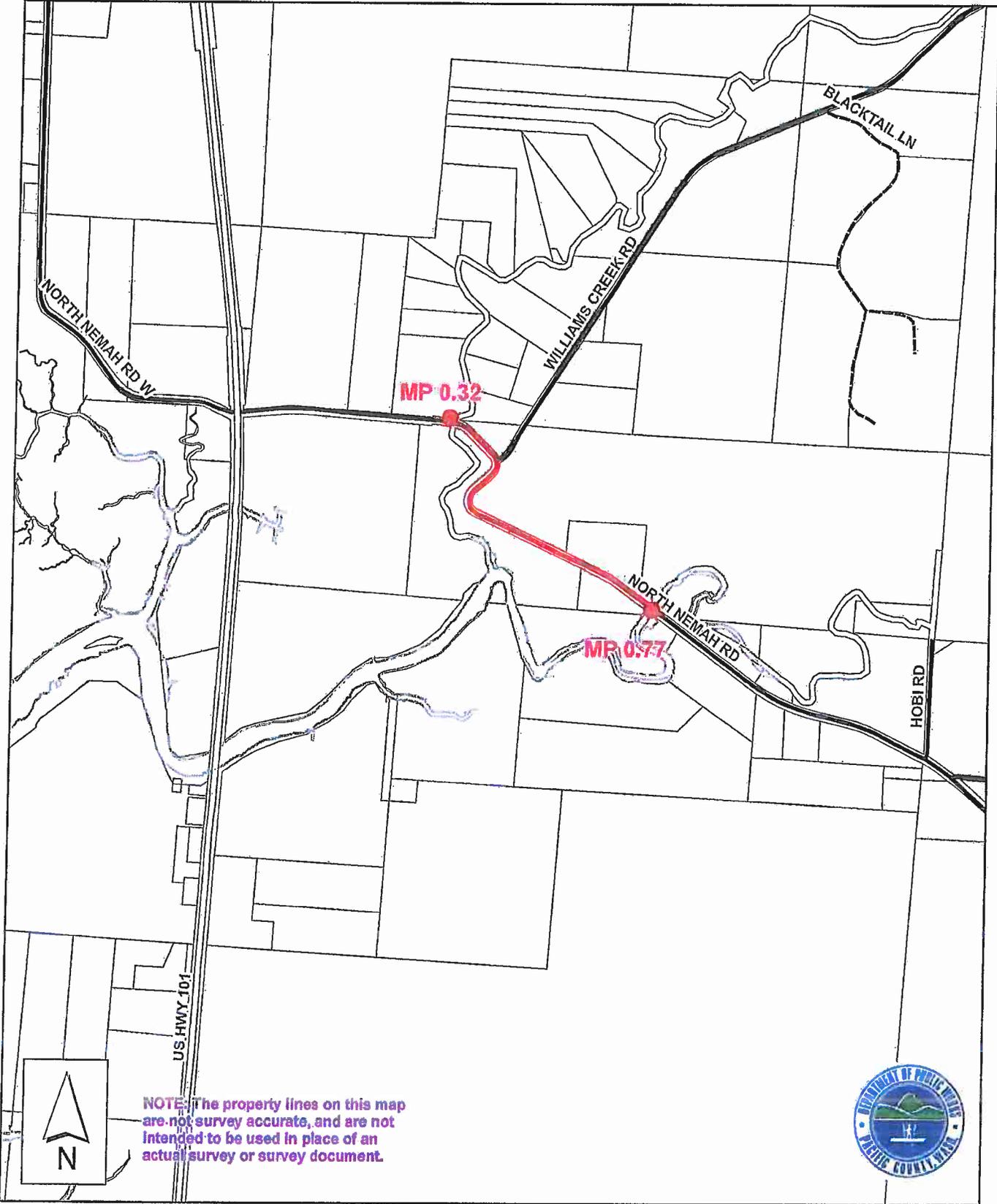
Disclaimer

This spatial data is intended for reference purposes only. Any use other than that intended shall be at the sole responsibility of the user. The information appearing on this document was obtained from a variety of sources, as typically identified herein. The user acknowledges that inconsistencies, errors and omissions may be contained within the data used to prepare this product, and such data may originate from other sources than Pacific County.

By use of this document, the user further indemnifies and holds harmless Pacific County for any adverse consequences resulting from the use of this product.

Any questions regarding the information presented herein or data used to prepare this product should be directed to the contact organization, Pacific County Department of Public Works - GIS Program or other local, state, federal agency, as listed herein.

Pacific County is an equal opportunity provider, and employer.



NOTE: The property lines on this map are not survey accurate, and are not intended to be used in place of an actual survey or survey document.



STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

**RURAL ARTERIAL PROGRAM
PRELIMINARY PROSPECTUS**

Biennium 2017 - 2019

Region: SW County: Pacific

IDENTIFICATION

State Legislative District: 19 Six-Year T.I.P. Priority No: 11

Road Number(s)	Road Name(s)	FFC(s)	TRC(s)	BMP(s)	EMP(s)
15130	Stringtown Road Culvert	08	99	0.120	0.170

DESCRIPTION OF PROPOSED IMPROVEMENTS PURPOSE AND DEFICIENCIES TO BE IMPROVED

Stringtown Road links the residential community of Vandalia with State Route 101 and access from the Ilwaco Airport.

The Stringtown culverts are located at MP 0.13 and are a series of three cross culverts placed to allow the Wallicut River to cross on its way to Baker's Bay. These culverts were placed in the mid to late 1970's. The first cross culvert is a 42" diameter corrugated metal pipe, the second cross culvert is a 60" diameter corrugated metal pipe, and the third cross culvert is a 42" diameter corrugated metal pipe. All culverts have cast iron tide gates. The tide gates control the waters from Bakers Bay and protect the community of Vandalia, the public airport, and the surrounding farm lands from flooding.

The three culverts would be removed and replaced with one large aluminum cross culvert, aluminum tide gate and concrete headwall. The roadway would be resurfaced in this area with hot mix asphalt and safety guardrail placed.

The culverts are deteriorating and the tidegates have fallen off and been reattached.

All construction will be performed by contract, there is no phasing required for this project.

(Use additional sheets as necessary, ATTACH VICINITY MAP)

ESTIMATED FUNDING

Phase	Est Total Cost	RATA Amount
Design/Prelim. Engr.	\$50,000	\$45,000
Right of Way		
Construction	\$505,000	\$454,500
TOTAL	\$555,000	\$499,500

PROJECT TYPE

* Project Type: DR - Drainage Structure

LOCAL PROJECT APPROVAL

RAP Preliminary Prospectus prepared under the supervision of:

Signature - County Engineer / Date

Michael Collier
2-2-16

* If FA, Federal funding must be acquired prior to final prospectus submittal.

Pacific County Tax Lot Map

Stringtown Culvert - Road No. 15130

1 inch = 200 feet

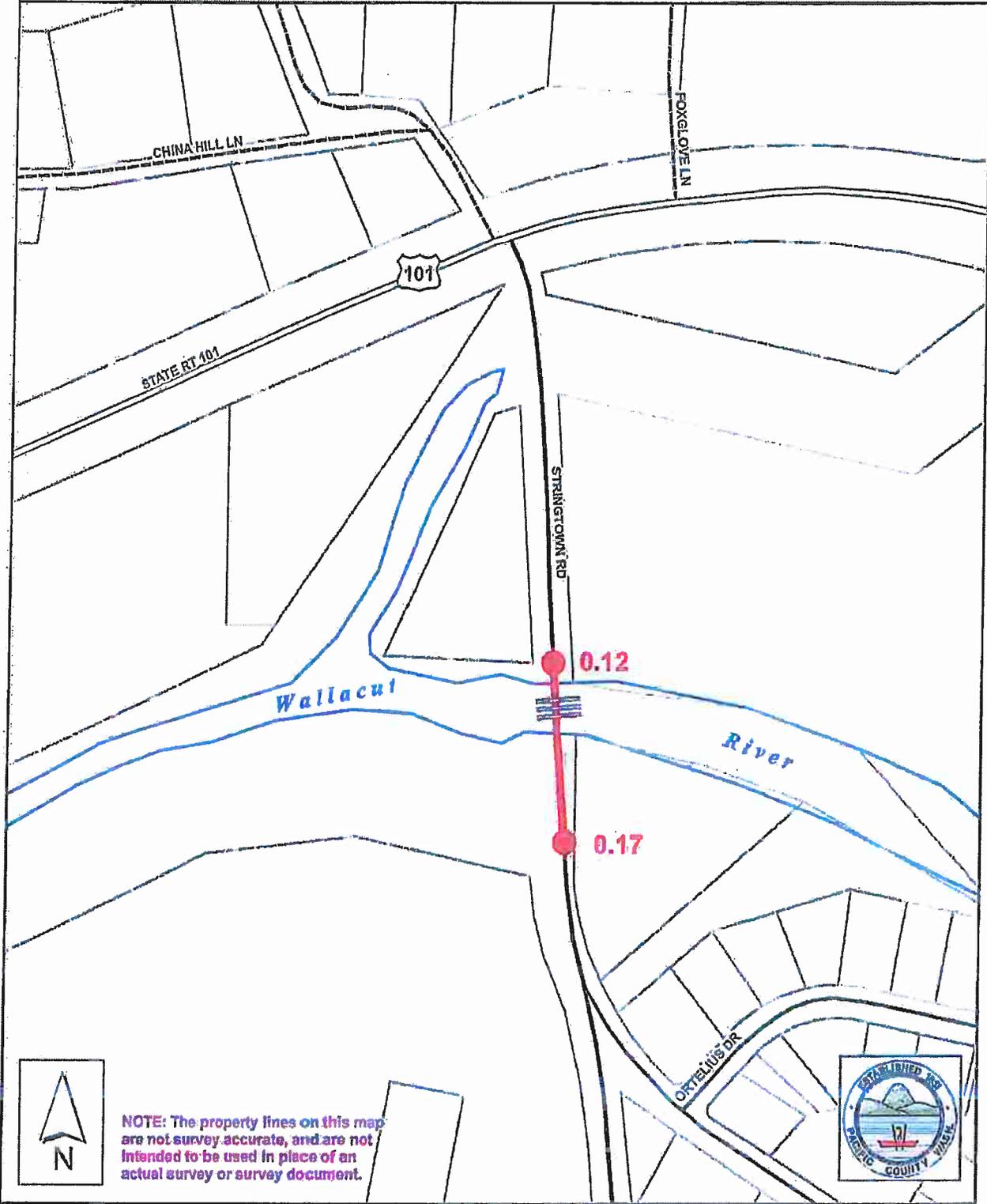
Disclaimer

This spatial data is intended for reference purposes only. Any use other than that intended shall be at the sole responsibility of the user. The information appearing on this document was obtained from a variety of sources, as typically identified hereon. The user acknowledges that inconsistencies, errors and omissions may be contained within the data used to prepare this product, and such data may originate from other sources than Pacific County.

By use of this document, the user further indemnifies and holds harmless Pacific County for any adverse consequences resulting from the use of this product.

Any questions regarding the information presented hereon or data used to prepare this product should be directed to the contact organization, Pacific County Department of Public Works - GIS Program or other local, state, federal agency, as listed hereon.

Pacific County is an equal opportunity provider, and employer.



NOTE: The property lines on this map are not survey accurate, and are not intended to be used in place of an actual survey or survey document.



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:

08/23/16

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

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, for Flood Control	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: <i>8-11-16</i>
NARRATIVE OF REQUEST On behalf of Flood Control Zone District No. 1 Execute by Chairman of Board the State of Washington Parks and Recreation Commission Seashore Conservation Area Drainage/Bio-Swale Easement and Agreement #E444444PAC2 for the 201st/204th Drainage area. <i>2 originals</i>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC2 with State of WA Parks and Recreation Commission and authorize Chair to sign	

Name of Contractor: _____

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
 Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC2

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): Easement and Agreement

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

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

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

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

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

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

**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director**

**Seashore Conservation Area
Drainage/Bio-swale Easement and Agreement # E444444PAC2**

THIS AGREEMENT is made this ____ day of _____, 2016, between the State of Washington, acting through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantor (hereafter “State”) and **Pacific County Department of Public Works on behalf of Flood Control Zone District No. 1**, a , (hereafter “Grantee”).

AUTHORITY

State is acting under those authorities granted to State and described under RCW 79A.05.070, and Washington State Parks and Recreation Commission action of September 16, 2013. The easement granted hereunder is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to observe and perform faithfully and fully (collectively, the “Agreement”).

1.0 EASEMENT

- 1.1 Conveyance. State, for the consideration described in Section 1.4 Consideration below, hereby conveys to Grantee a non-exclusive, non-divisible easement over a parcel of land in Pacific County legally described as set forth in Exhibit A and located approximately as shown on Exhibit B (hereafter “Easement Area”).
- 1.2 Access. State conveys to Grantee a non-exclusive, non-divisible easement for the purpose of access to the Easement Area. This Access Easement shall be considered part of the Easement Area and is legally described as set forth in Exhibit A and located approximately as shown on Exhibit B. State will at all times have the right to erect fences on, over or across the Easement Area or any part thereof and to occupy the Easement Area with State’s facilities and equipment; provided, however, that State provides alternate access points to Grantee.
- 1.3 Term. This easement shall be for a term of forty (40) years from the date of last signature unless earlier terminated as set forth herein.
- 1.4 Consideration – Lump Sum Payment.

Grantee shall pay the sum of \$400.00 as consideration for the easement granted herein. Payment shall be due upon execution of this Agreement by Grantee; this Agreement shall not be valid until payment is made to State.

- 1.5 Appurtenant Easement. The easement granted herein shall be deemed appurtenant to real property in Pacific County, Washington, located approximately as shown in Exhibit B and legally described as set for in Exhibit A, attached hereto and by this reference incorporated herein, and known as the **see exhibit "C"** (hereinafter "Benefited Parcel"). The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein.
- 1.6 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area for **drainage/bio-swale** ("Facilities" herein) subject to Grantee obtaining and at all times possessing all applicable federal, state and local permits and to serve only the Benefited Parcel. Grantee may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to paragraph 6.10 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.
- 2.2 Grantee's Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger the public or State's operations or facilities.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including, but not limited to, the right to remove resources within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably interfere with Grantee's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantee's rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantee of such election.
- 3.2 Use of Area by State. Grantee has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of such facilities already existing; and (c) construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property, and State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State shall not be liable to Grantee for any increased cost to Grantee of maintenance, repair or replacement of its Facilities due to State's use and development of the property.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 INSURANCE. Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.
- 4.2 General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- 4.3 Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- 4.4 Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- 4.5 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.
- 4.6 Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.

- 4.7 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

- 5.1 Plan of Development. At least thirty (30) days prior to any development or the construction of any and all Facilities, Grantee shall submit a completed Plan of Development to the Capital Projects Program Manager at State for his/her written approval and verification. State's approval will be contingent upon acceptance of the Plan of Development by the applicable authorities. The Plan of Development shall include, without limitation, the following:
- a) Map showing areas to be developed, file reference #E444444PAC2, location of Facilities and location of utility and other easements;
 - b) Land clearing, leveling and erosion control plans;
 - c) Specific physical characteristics, technical specifications and components of Facilities;
 - d) Schedule of completion dates for Facilities components; and
 - e) Detailed description of activities to be conducted in the Easement Area.

No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

- 5.2 Unauthorized Improvements. All improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination under paragraph 6.9 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State or at State's option, may be required to be removed by Grantee at Grantee's sole cost.
- 5.3 Timber and Vegetation Removal. Except as required by paragraph 5.8, Weed Control, no timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition, including but not limited to replacement of any such timber or vegetation to State's reasonable satisfaction.
- 5.4 Damage. Grantee, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.

- 5.5 Restoration. Upon completion of the work authorized herein, Grantee shall immediately restore the surface of the Easement Area as required by State.
- 5.6 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.
- 5.7 Response to an Emergency. Nothing contained herein shall prevent Grantee from responding to an emergency relating to the Facilities on the Easement Area, provided Grantee immediately provide written notice to State of said action.
- 5.8 Weed Control. Grantee shall control, at its own cost, all noxious weeds on the Easement Area. Such weed control shall comply with county noxious weed control board rules established under RCW 17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control shall be approved in writing by State prior to beginning such activities. Aerial spraying is not permitted.
- 5.9 Aerial Application. The aerial application of pesticides, insecticides and herbicides is prohibited.
- 5.10 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.
- 5.11 As-Built Survey. Upon State's request, Grantee shall promptly provide State with as-built drawings showing the location of the Facilities on the Easement Area.
- 5.12 Work Standards. All work performed by Grantee shall be in accordance with the Plan of Development submitted to and approved by State and shall be completed in a careful and workmanlike manner to State's satisfaction, free of claims or liens. Upon completion of construction, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work.

- 5.13 Removal of Improvements and Equipment. All Facilities which remain upon the Easement Area sixty (60) days from the termination or forfeiture of this Agreement, shall become the property of State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or forfeiture of this Agreement, Grantee shall be entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment and other property not permanently affixed upon the land by Grantee shall remain Grantee's property but shall be removed within sixty (60) days after the termination or forfeiture of this Agreement.
- 5.14 Inspectors. State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry on any work unless it has given such notice thereof as State has requested so as to allow for the presence of State's inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State's inspectors, including without limitation, cessation of work, and Grantee's construction contracts shall so provide. Grantee shall promptly pay State's charge for such inspectors, including salary, lodging and travel expenses.
- 5.15 Archaeology. In the event archaeological, cultural or historic resources are found or unearthed during any work or construction, Grantee shall comply with the provisions of RCW 27.44 and RCW 27.53 and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, Grantee shall stop work and notify State.
- 5.16 Appearance of the Property. Grantee shall keep the Easement Area in a neat, clean, sanitary and safe condition, and shall keep the Easement Area, the Facilities and all items therein installed by Grantee in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse and waste material so as not to constitute a nuisance, in adequately covered containers, which are not visible to the general public.
- 5.17 Monitoring. Grantee shall test and monitor the Facilities required by the appropriate regulatory authority or by State. Test results shall be submitted to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities system.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, and regulations in effect, both current and future, for the design, construction, maintenance, operation or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole expense.

In addition to compliance with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which State deems necessary for prevention and suppression of fire resulting from construction operations.

- 6.2 Ownership and Maintenance of Facilities. The facilities authorized herein shall be continuously owned and maintained by Grantee at Grantee's sole expense.

- 6.3 Forfeiture. In the event that any portion of the Easement Area is not used by Grantee for the purpose for which it was granted within a period of two (2) years from the day and year first above written, Grantee's rights within the Easement Area shall revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said two (2) year period and upon such additional terms and conditions as may be specified by State; such terms and conditions shall include State's right to modify the consideration due State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Should Grantee cease to use the Easement Area for the purposes specified herein for a period of two (2) years, it shall notify State of such nonuse; and the rights granted herein shall revert to State.

- 6.4 Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area shall immediately revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into.

6.5 Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.

PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State, its authorized agents, officers or employees and (b) Grantee, its authorized agents, contractors or employees, or involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee or Grantee's authorized agents, contractors or employees.

6.6 Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month, or fraction thereof, until paid.

6.7 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce Grantee's obligations under the terms of this agreement, in addition to any other relief to which the State may be entitled, Grantee shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Thurston County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.

6.8 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Or email **LandProg@parks.wa.gov**
Ph: (360) 902-8500
Fax: (360) 902-8840

If to Grantee:

Pacific County Department of Public
Works
211 North Commercial Street
Raymond, WA 98577
360-875-9368

Copy to:

Cape Disappointment State Park Manager
PO Box 488
Ilwaco, WA 98624
360-642-3078

Or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to file #E444444PAC2 in the subject line of the correspondence.

6.9 Breach or Default. If Grantee breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after Grantee has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, Grantee has not commenced such correction and thereafter continued same with reasonable diligence. Upon such termination, all Facilities on the Easement Area shall be forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination will continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee shall not relieve Grantee of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or hereunder, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.10 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.
- 6.11 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing, executed by the parties hereto, and neither State nor Grantee shall be bound by verbal or implied agreements.
- 6.12 Discrimination. Grantee shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.

- 6.13 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting Grantee's use of the Easement Area. Grantee understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.
- 6.14 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 6.15 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement shall be construed as depriving State of the right to insist on strict performance of such provision or any other provision in the future. No waiver by State of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by State.
- 6.16 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee.. In addition to the remedies provided in this Agreement, State shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 6.17 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 6.18 State's Consent. Except in the case of assignment and purpose of the easement, State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.

6.19 Recording. Upon full execution, Grantee shall promptly record this Agreement in Pacific County and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By _____

Name _____

Title _____

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By _____

Peter Herzog, Assistant Director

Under Commission delegated authority of September 26, 2013

Approved as to form only:

BOB FERGUSON

Attorney General

By /s/Mark Schumock 8/28/2003

MARK SCHUMOCK

Assistant Attorney General

**WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT**

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 20 ____.

Notary Public in and for the State of Washington
residing at _____
My commission expires _____

EXHIBIT A

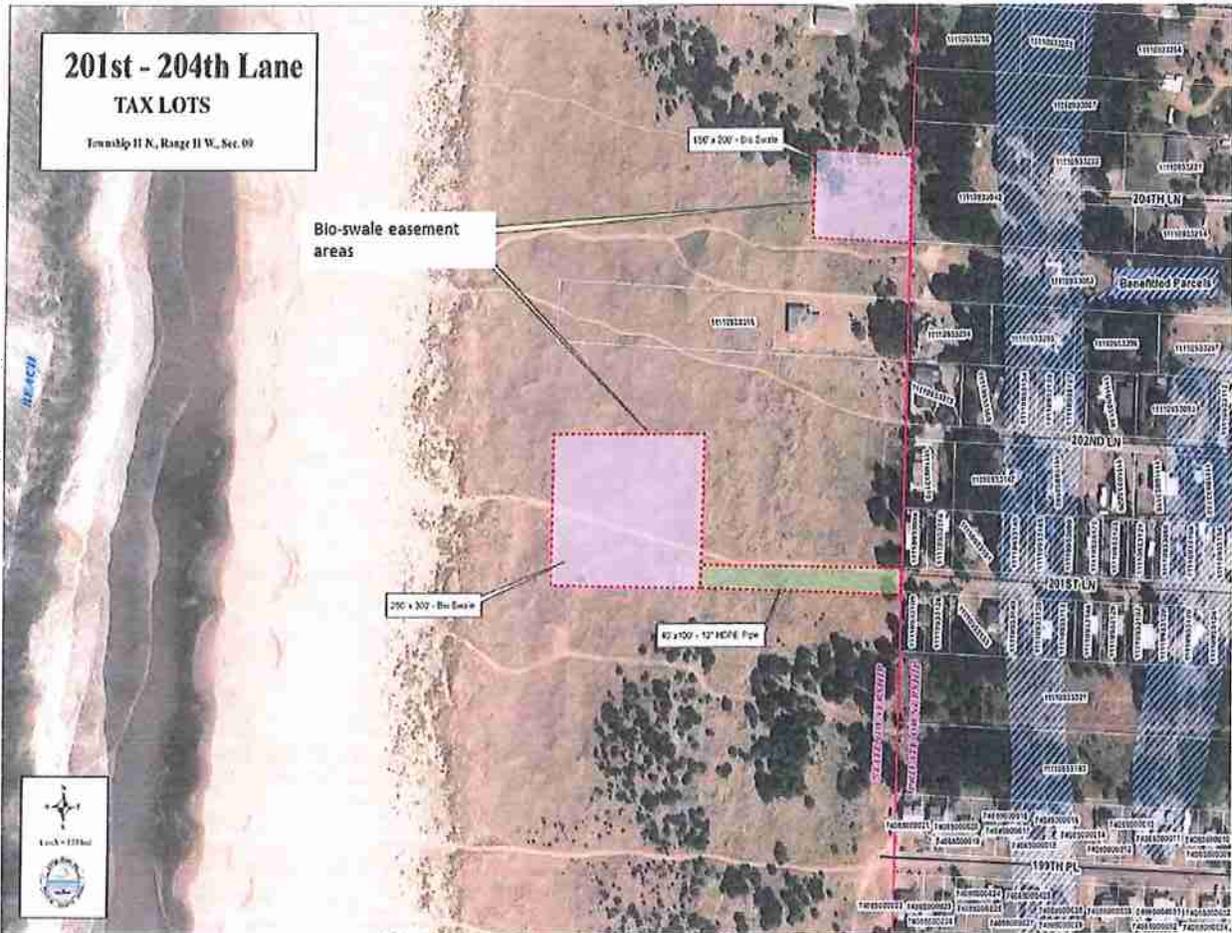
LEGAL DESCRIPTION OF EASEMENT AREA

**A portion of the Sea Shore Conservation area in Government Lots 3 & 4 in Section 8
Township 11N Range 11W WM Pacific County Washington**

Situate in Pacific County, WA

EXHIBIT C

BENEFITED PROPERTY MAP & TAX PARCEL NUMBERS



11110933133, 1111093327, 1110933093, 11110933112, 11110933147, 11110933142,
11110933115, 11110933132, 11110933151, 11110933145, 11110933099, 11110933086,
11110933108, 11110933154, 11110933135, 11110933149, 11110933130, 11110933113,
11110933120, 11110933124, 11110933321, 11110933153, 74085000017, 74085000016,
74085000015, 74085000012, 74085000011, 74085000010, 74085000027, 74085000028,
74085000029



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:
8/23/2016

AGENDA REQUEST FORM

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

11

Agenda Item#:

BOCC ACTION: APPROVED DENIED

Initial: _____

Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____

TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

RF

Assessor

DPW

NDC

Superior Court

CF

Auditor

EMA

PACCOM

Treasurer

SEA

Clerk

Fair

Prosecutor

Veg Mgmt

Civil Service

Health

SDC

WSU Ext.

DCD

Juvenile

Sheriff

Other

AGENDA ITEM REQUEST

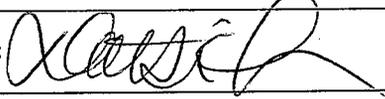
Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 8-17-2016

NARRATIVE OF REQUEST

The Fair requests Board approval and signature on the attached Vendor and Concession Applications.

Vendors: Dennis Company/HAVA, Mission Creek (requesting Wavier) and Pacific County Democratic Club (requesting Waiver)

Concessions: Raymond Booster Club, Thary Yi and Hungarian Kitchen.

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

Approve Vendor and Concession Agreements with Dennis Co./HAVA, Mission Creek, Pacific County Democratic Club, Raymond Booster Club, Thary Yi and Hungarian Kitchen, subject to receipt of all required documents prior to the start of the fair

Concession Space Application

Vendor	Contract Signed	Insurance
Raymond Booster Club	X	X
Thary Yi	X	
Hungarian Kitchen & Food Hut	X	

Vendor Application

Vendor	Contract Signed	Insurance
Dennis Company/ HAVA	X	X
Pacific County Democratic Club	X	Waived
Mission Creek	X	



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

REQUESTED MEETING DATE:
08/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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>DCD</u>	DIVISION (if applicable): <u>EH - SW</u>
OFFICIAL NAME & TITLE: <u>Megan McNelly</u>	PHONE / EXT: <u>875-9356</u>
SIGNATURE: 	DATE: <u>8/4/2016</u>
NARRATIVE OF REQUEST	
<p>The Department requests the Board approve the Waste Collection and Management Agreement with Royal Heights Transfer Station for the collection of household appliances during the Household Appliance Collection Day on September 17th.</p> <p>This will be funded through an Ecology grant.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Waste Collection and Management Agreement with Royal Heights Transfer Station for the Household Appliance Collection Day on September 17, 2016</p>	

Name of Contractor: _____

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

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): 500+per appliance		TOTAL TAX:	
TOTAL SHIPPING/HANDLING:		EXPENDITURE FUND #: 142 _____,XXX.XXX.XX.XX	
EXPENDITURE BUDGETED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:	

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Royal Heights Transfer Station, a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **PURPOSES.** The parties agree to participate in one one-day Household Appliance Collection Event during which the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Raymond, Washington, that is operated by the CONTRACTOR.
2. **DATE.** The parties agree that the Household Appliance Collection Day will occur on the 17th day of September 2016.
3. **DUTIES OF PARTIES.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.
 - (A) The COUNTY agrees to provide public announcements of the event and to advise the public regarding the types of waste materials that may be deposited at the transfer station on the Collection Day(s).
 - (B) The CONTRACTOR agrees that it will provide sufficient staff to oversee the delivery of waste materials to the transfer site by members of the public on the Collection Day(s) and that it will be solely responsible for directing all activities relating to the delivery and storage of waste materials at the transfer station on those date(s).
 - (C) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Day(s), without any charges other than those set forth in this agreement.
 - (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day(s).
4. **FEES AND PAYMENT.**
 - (A) Pacific County agrees to pay the CONTRACTOR a base rate of \$500.00 plus an additional \$20.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) which is delivered to the transfer site on the Collection Day(s) and \$5.00 for all other appliance units.
 - (B) Upon completion of the Collection Day(s), the parties shall jointly calculate the number of refrigeration devices collected and determine the amount owed by Pacific County for these items.
 - (C) Invoices submitted by the CONTRACTOR shall be paid no later than thirty days from the date of invoice.
5. **WASTE MATERIALS.** The materials that are the subject of this agreement are set forth in the Material Profile Sheet attached hereto as *Exhibit A* and incorporated herein by reference. The

materials described in the Materials Profile Sheet are referred to in this Agreement as the "Waste Materials".

6. TRANSFER OF WASTES AND TITLE.

- (A) Waste Materials tendered to the CONTRACTOR during the Collection Day(s) shall be tendered subject to Pacific County's warranties, indemnifications and obligations, as set forth in this agreement.
- (B) At the time the CONTRACTOR signs a standard form of manifest indicating acceptance of delivery of Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred to the CONTRACTOR.
- (C) If, following signature of a manifest pertaining to the Waste Materials, such Waste Materials are discovered to be "nonconforming" in whole or in part, the CONTRACTOR, may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to revest title, risk of loss, and other incidents of ownership in Pacific County at the time revocation is communicated in writing to Pacific County.
- (D) Waste Materials shall be considered "nonconforming" for purpose of this agreement if they are not in accordance with the descriptions or specifications stated in the Material Profile Sheet (Exhibit A).
- (E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. ROYAL HEIGHT TRANSFER STATION WARRANTIES. CONTRACTOR warrants that:

- (A) It understands the currently known hazards which are presented to persons, property, and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage, and recycling of the Waste Materials.
- (B) It will transport, store, and recycle the Waste Materials in full compliance with all governmental laws, regulations, and orders.
- (C) The waste management facilities described in paragraph one of this agreement are now licensed and permitted to store and recycle waste materials within the description of the Waste Materials; and
- (D) In the event such waste management facility loses its permitted status during the term of this agreement, the CONTRACTOR will promptly notify Pacific County of such loss.

8. PACIFIC COUNTY WARRANTIES. Pacific County warrants that:

- (A) The description of Waste Materials made pursuant to the Waste Materials Profile Sheet (Exhibit A) is accurate and correct.
- (B) All Waste Materials tendered by the public during the collection day shall conform to such description.

- (C) It has and will, during the term of this agreement, continue to communicate to the CONTRACTOR, those hazards and risks known to or learned by Pacific County to be incident to the handling, transportation, storage, treatment, and recycling of the Waste Materials.

9. 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.

10. OWNERSHIP

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

11. INDEMNIFICATION/HOLD HARMLESS

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution

costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.

Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

12. INSURANCE

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

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

a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

13. SUBCONTRACTING

The services to be furnished under the terms of this Agreement will be performed by the CONTRACTOR personally and will not be delegated or subcontracted in whole or in part without the express written consent of the COUNTY. Subcontractors required by the CONTRACTOR in connection with the services specified herein will be limited to those subcontractors approved in writing, by the COUNTY. Permission for subcontracting will not create any contract or any other relationship between the COUNTY and subcontractor. All subcontracts will contain all applicable provisions of this Agreement.

14. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The CONTRACTOR agrees to utilize to the maximum extent possible, minority- and women-owned businesses as subcontractors in conducting the services of this Agreement. The goals established for minority- and women-owned business participation for this project are as follows:

Minority-owned business participation 10%
Women-owned business participation 6%

The CONTRACTOR will take the following steps in any solicitation or procurement of subcontractors under this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Ensure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The CONTRACTOR agrees to incorporate similar requirements in any solicitations, requests for bids, or contract documents prepared for the services required under this Agreement.

15. NON DISCRIMINATION IN SERVICES

The CONTRACTOR will not discriminate because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

16. TERMINATION

This Agreement may be terminated by the COUNTY without cause, in whole or in part, upon providing thirty (30) days written notice to the CONTRACTOR.

In the event this Agreement is terminated by the COUNTY other than for default on the part of the CONTRACTOR, a final payment will be made to the CONTRACTOR with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination.

No payment will be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the Notice of Termination. If the accumulated payment made to the CONTRACTOR prior to Notice of Termination exceeds the total amount that would be due computed as set forth above, then no final payment will be due and the CONTRACTOR will immediately reimburse the COUNTY for any excess paid.

If the services of the CONTRACTOR are terminated by the COUNTY for default on the part of the CONTRACTOR, the above formula for payment will not apply. In such event, the amount paid will be determined by the COUNTY with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to do the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the COUNTY at the time of termination; the cost to the COUNTY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the COUNTY of the work performed at the time of termination.

If it is determined for any reason that the CONTRACTOR was not in default or that the CONTRACTOR's failure to perform was not based on its fault or negligence, or the fault or negligence of its officers, agents, or employees, the termination will be deemed to be a termination for the convenience of the COUNTY in accordance with this section of this Agreement.

Payment by the COUNTY for any part of the work performed by the CONTRACTOR will not constitute a waiver by the COUNTY of any remedies of any type it may have against the CONTRACTOR for any breach of this Agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it by the COUNTY.

17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

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

1. **Disputes.** Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the

COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.

2. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only Superior Court in Pacific County, Washington.

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

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

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

19. CHANGES TO WORK

When required to do so by the COUNTY, the CONTRACTOR will make such changes and revisions in the work it submits under this Agreement as necessary to correct errors appearing therein and omissions, without additional compensation thereof. Should the COUNTY find it desirable for its own purpose to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR will make such revisions as directed by the COUNTY. This work will be considered a Change in Work and will be paid for as herein provided under Section VI.

20. SOLICITATION OF CONTRACT

The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY will have the right to annul this contract without further liability.

21. OTHER REQUIREMENTS

- A. The CONTRACTOR will maintain accounts and records, including personnel, property, financial, and other records as may be deemed necessary by the COUNTY to ensure proper accounting for project funds and compliance with this Agreement. The CONTRACTOR will keep records that document the direct and indirect costs that are expended and reflect the services provided in the performance of this Agreement. The CONTRACTOR will keep the above records for a period of six (6) years after termination hereof, unless a longer retention period is required by law.

B. The CONTRACTOR will not disclose, nor permit disclosure of any information designated by the COUNTY as confidential, except to its employees and other subcontractors who need such information in order to properly execute the services of this Agreement.

22. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations of understandings not incorporated herein are excluded. Further, any modification of the Agreement will 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.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ROYAL HEIGHTS TRANSFER STATION

Frank Wolfe, Chairman


SIGNATURE

Lisa Ayers, Commissioner


Title

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

EXHIBIT A

MATERIAL PROFILE SHEET

Materials to be collected during the two events will include:

- Refrigerators
- Freezers
- Washing Machines
- Dryers
- Dishwashers
- Hot Water Heaters
- Stove/Ovens (including microwave and toaster ovens)

All items must be of household origin.



REQUESTED MEETING DATE:

08/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

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: DCD DIVISION (if applicable): EH - SW

OFFICIAL NAME & TITLE: Megan McNelly PHONE / EXT: 875-9356

SIGNATURE:  DATE: 8/17/2016

NARRATIVE OF REQUEST

The Department requests the Board approve the Waste Collection and Management Agreement with Long Beach Transfer Station/Peninsula Sanitation Service for the collection of household appliances during the Household Appliance Collection Day on September 17th.

This will be funded through an Ecology grant.

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

Approve Waste Collection and Management Agreement with Peninsula Sanitation for the Household Appliance Collection Day on September 17, 2016

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Pacific Solid Waste Disposal, Inc., a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **PURPOSES.** The parties agree to participate in one one-day Household Appliance Collection Event during which Pacific County residents will be permitted to deliver Waste Materials, at the solid waste transfer station located near Long Beach, Washington, that is operated by the CONTRACTOR.
2. **DATE.** The parties agree that the Household Appliance Collection Day will occur on the 17th day of September 2016.
3. **DUTIES OF PARTIES.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.
 - (A) The COUNTY agrees to provide public announcements of the event and to advise the public regarding the types of waste materials that may be deposited at the transfer station on the Collection Day(s).
 - (B) The CONTRACTOR agrees that it will provide sufficient staff to oversee the delivery of waste materials to the transfer site by members of the public on the Collection Day(s) and that it will be solely responsible for directing all activities relating to the delivery and storage of waste materials at the transfer station on those date(s).
 - (C) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by residents of Pacific County on the Collection Day(s), without any charges other than those set forth in this agreement.
 - (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day(s).
4. **FEES AND PAYMENT.**
 - (A) Pacific County agrees to pay the CONTRACTOR a base rate of \$500.00 plus an additional \$20.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) which is delivered to the transfer site on the Collection Day(s) and \$2.00 for all other appliance units.
 - (B) Upon completion of the Collection Day(s), the parties shall jointly calculate the number of refrigeration devices collected and determine the amount owed by Pacific County for these items.
 - (C) Invoices submitted by the CONTRACTOR shall be paid no later than thirty days from the date of invoice.
5. **WASTE MATERIALS.** The materials that are the subject of this agreement are set forth in the Material Profile Sheet attached hereto as *Exhibit A* and incorporated herein by reference. The

materials described in the Materials Profile Sheet are referred to in this Agreement as the "Waste Materials".

6. TRANSFER OF WASTES AND TITLE.

- (A) Waste Materials tendered to the CONTRACTOR during the Collection Day(s) shall be tendered subject to Pacific County's warranties, indemnifications and obligations, as set forth in this agreement.
- (B) At the time the CONTRACTOR signs a standard form of manifest indicating acceptance of delivery of Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred to the CONTRACTOR.
- (C) CONTRACTOR shall not permit or accept nonconforming items. To the extent that the CONTRACTOR accepts such terms, it shall be the responsibility, at the CONTRACTOR'S expense, to dispose of such items.
- (D) Waste Materials shall be considered "nonconforming" for purpose of this agreement if they are not in accordance with the descriptions or specifications stated in the Material Profile Sheet (Exhibit A).
- (E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. PACIFIC SOLID WASTE DISPOSAL, INC, WARRANTIES. CONTRACTOR warrants that:

- (A) It understands the currently known hazards which are presented to persons, property, and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage, and recycling of the Waste Materials.
- (B) It will transport, store, and recycle the Waste Materials in full compliance with all governmental laws, regulations, and orders.
- (C) The waste management facilities described in paragraph one of this agreement are now licensed and permitted to store and recycle waste materials within the description of the Waste Materials; and
- (D) In the event such waste management facility loses its permitted status during the term of this agreement, the CONTRACTOR will promptly notify Pacific County of such loss.

8. PACIFIC COUNTY WARRANTIES. Pacific County warrants that:

- (A) The description of Waste Materials made pursuant to the Waste Materials Profile Sheet (Exhibit A) is accurate and correct.
- (B) All Waste Materials tendered by the public during the collection day shall conform to such description.

- (C) It has and will, during the term of this agreement, continue to communicate to the CONTRACTOR, those hazards and risks known to or learned by Pacific County to be incident to the handling, transportation, storage, treatment, and recycling of the Waste Materials.

9. 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.

10. OWNERSHIP

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

11. INDEMNIFICATION/HOLD HARMLESS

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution

costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR'S subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR'S indemnity obligations under the Contract.

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

12. INSURANCE

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

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

a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

13. SUBCONTRACTING

The services to be furnished under the terms of this Agreement will be performed by the CONTRACTOR personally and will not be delegated or subcontracted in whole or in part without the express written consent of the COUNTY. Subcontractors required by the CONTRACTOR in connection with the services specified herein will be limited to those subcontractors approved in writing, by the COUNTY. Permission for subcontracting will not create any contract or any other relationship between the COUNTY and subcontractor. All subcontracts will contain all applicable provisions of this Agreement.

14. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The CONTRACTOR agrees to utilize to the maximum extent possible, minority- and women-owned businesses as subcontractors in conducting the services of this Agreement. The goals established for minority- and women-owned business participation for this project are as follows:

Minority-owned business participation	10%
Women-owned business participation	6%

The CONTRACTOR will take the following steps in any solicitation or procurement of subcontractors under this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Ensure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The CONTRACTOR agrees to incorporate similar requirements in any solicitations, requests for bids, or contract documents prepared for the services required under this Agreement.

15. NON DISCRIMINATION IN SERVICES

The CONTRACTOR will not discriminate because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

16. TERMINATION

This Agreement may be terminated by the COUNTY without cause, in whole or in part, upon providing thirty (30) days written notice to the CONTRACTOR.

In the event this Agreement is terminated by the COUNTY other than for default on the part of the CONTRACTOR, a final payment will be made to the CONTRACTOR with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination.

No payment will be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the Notice of Termination. If the accumulated payment made to the CONTRACTOR prior to Notice of Termination exceeds the total amount that would be due computed as set forth above, then no final payment will be due and the CONTRACTOR will immediately reimburse the COUNTY for any excess paid.

If the services of the CONTRACTOR are terminated by the COUNTY for default on the part of the CONTRACTOR, the above formula for payment will not apply. In such event, the amount paid will be determined by the COUNTY with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the COUNTY at the time of termination; the cost to the COUNTY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the COUNTY of the work performed at the time of termination.

If it is determined for any reason that the CONTRACTOR was not in default or that the CONTRACTOR's failure to perform was not based on its fault or negligence, or the fault or negligence of its officers, agents, or employees, the termination will be deemed to be a termination for the convenience of the COUNTY in accordance with this section of this Agreement.

Payment by the COUNTY for any part of the work performed by the CONTRACTOR will not constitute a waiver by the COUNTY of any remedies of any type it may have against the CONTRACTOR for any breach of this Agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it by the COUNTY.

17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

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

- 1. Disputes.** Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the

COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.

2. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only Superior Court in Pacific County, Washington.

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

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

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

19. CHANGES TO WORK

When required to do so by the COUNTY, the CONTRACTOR will make such changes and revisions in the work it submits under this Agreement as necessary to correct errors appearing therein and omissions, without additional compensation thereof. Should the COUNTY find it desirable for its own purpose to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR will make such revisions as directed by the COUNTY. This work will be considered a Change in Work and will be paid for as herein provided under Section VI.

20. SOLICITATION OF CONTRACT

The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY will have the right to annul this contract without further liability.

21. OTHER REQUIREMENTS

- A. The CONTRACTOR will maintain accounts and records, including personnel, property, financial, and other records as may be deemed necessary by the COUNTY to ensure proper accounting for project funds and compliance with this Agreement. The CONTRACTOR will keep records that document the direct and indirect costs that are expended and reflect the services provided in the performance of this Agreement. The CONTRACTOR will keep the above records for a period of six (6) years after termination hereof, unless a longer retention period is required by law.

B. The CONTRACTOR will not disclose, nor permit disclosure of any information designated by the COUNTY as confidential, except to its employees and other subcontractors who need such information in order to properly execute the services of this Agreement.

22. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations of understandings not incorporated herein are excluded. Further, any modification of the Agreement will 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.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

PACIFIC SOLID WASTE DISPOSAL, INC

Frank Wolfe, Chairman

Jay Alexander

SIGNATURE

Lisa Ayers, Commissioner

President

Title

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

EXHIBIT A

MATERIAL PROFILE SHEET

Materials to be collected during the two events will include:

- Refrigerators
- Freezers
- Washing Machines
- Dryers
- Dishwashers
- Hot Water Heaters
- Stove/Ovens (including microwave and toaster ovens)

All items must be of household origin.



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

REQUESTED MEETING DATE:

August 23, 2016

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 8/10/16
NARRATIVE OF REQUEST	
Request the Board approve and sign the contract with Willapa Valley School District 160 for the Health Department to provide school nursing duties to their school district. This is a service we have provided for a number of years and is in the approved budget for 2016 and in the proposed budget for 2017.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Service Contract for School Nurse Services with Willapa Valley School District	

Name of Contractor: Willapa Valley School District 160

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Service Contract for 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):
The health department has held this contract to provide school nursing for a number of years. It is included in the approved budget for 2016 and in the proposed budget for 2015. The cost was adjusted to allow for some anticipated increase in the cost of nursing and our indirect rate.

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

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Willapa Valley 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. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 113. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2016 and shall terminate on the 30th day of June 2017.

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 thirty (30) 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 \$20,834.00 for 440 hours of direct nursing services at the school. The hours are based on 40 weeks which includes nursing coverage beginning two weeks before school begins and one week after school is completed. This provides the nurse time to complete necessary paperwork before school begins and after school is completed.

Any hours in excess of these hours will be documented and paid at a rate of \$ 47.35 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 will not discriminate in any employment practice on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or any other protected status under applicable law.

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

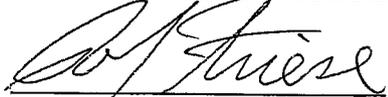
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, 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.

WILLAPA VALLEY SCHOOL DISTRICT



Rob Friese,
Superintendent

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

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:
August 23, 2016

AGENDA REQUEST FORM

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

Agenda Item#: 15
 Initial: _____ Date: _____

BOCCA ACTION: APPROVED DENIED

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 8/16/16
NARRATIVE OF REQUEST Request the Board approve an Agreement with Willapa Behavioral Health to provide services related to the Youth Suicide Prevention Grant from the Department of Health. This Agreement goes through September 30, 2016 and will be a fee for service. There will be another contract that will cover October 1, 2016 through September 30, 2017 in September. The amount for this contract was included in the approved 2016 budget and is in the proposed 2017 budget	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Youth Suicide Prevention Grant with Willapa Behavioral Health	

Name of Contractor: Willapa Behavioral Health

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

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

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

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

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

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

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

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

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
The Youth Suicide Prevention Grant with DOH requires us to work with Willapa Behavioral Health related to training, services that could be reimbursed, etc. The agreement will provide training to the emergency room staff at Ocean Beach Hospital and Willapa Harbor Hospital in how to provide screening for depression, means reduction with family and/or friends, and assuring youth diagnosed as having attempted suicide receive needed treatment

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

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between Pacific County, hereinafter referred to as "County," and **Willapa Behavioral Health**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of behavioral health services in support of the Department of Health's Youth Suicide Prevention Grant for the period beginning on July 1, 2016 and ending on September 30, 2016. The County and the Agency agree to the terms and conditions set forth in the following provisions:

<u>PROVISIONS</u>	<u>PAGE</u>
General Provisions	1 – 9
YOUTH SUICIDE PREVENTION GRANT	
Payment Provisions	9 -10
Specific Provisions	11 – 12
Statement of Work	12 – 13
Signature Page	13

and other such terms and conditions incorporated by reference herein.

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes 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.

- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era or Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking

affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

- B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
- C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions as stated in this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to

unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency's unauthorized use of Personal Information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.

VIII. STANDARDS FOR FISCAL ACCOUNTABILITY:

- A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of six (6) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

- B. The Agency shall:

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

IX. FINANCIAL REPORT REQUIREMENTS:

- A. The Agency shall, if applicable:

1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
2. Provide access to financial records by independent auditors.

3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.
- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:
1. Annual financial audit, and
 2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).
- X. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.
- XI. **RELATIONSHIP OF THE PARTIES:** The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- XII. **INDEMNIFICATION:** In accepting this Agreement, the Agency, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the County and its officers and employees and DSHS

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 Agency 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 Agency, 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.

XIII. **CONFLICT OF INTEREST**: The County may, by written notice to the Agency:

- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DOH employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DOH. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DOH and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DOH and the County provided for in this section are in addition to any other rights and remedies provided by law.

XIV. **DISPUTE**: Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Chief Administrator of the County for Pacific County. Either party's request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Agency's name, address, and contract number;
- E. be mailed or delivered to the General Administration, Pacific County P. O. Box 6, South Bend, WA 98631, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
- F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

XV. **POLITICAL ACTIVITY PROHIBITED**: None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

Use of Federal Funds: Further, the Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of the Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

XVI. **BOARD OF DIRECTORS**: The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and

telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.

XVII. **INSURANCE**: The Agency shall carry, at its own expense, the following insurance coverage to the extent described below:

- A. Public Liability and Property Damage in a combined single limit of \$1,000,000;
- B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,500,000.

The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The Agency agrees that its liability insurance shall be primary and non-contributory to the County's and that Agency's liability insurance policy shall so state.

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

XIX. **SEVERABILITY**: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XX. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT**: If the agency fails to comply with the terms and conditions of this Agreement, the County may

pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:
1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
 2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
 2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
 3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of a unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;

5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

PAYMENT PROVISIONS – YOUTH SUICIDE PREVENTION GRANT

As consideration for services, as described in the specific provisions of this contract:

- I. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. The total amount of reimbursement shall not exceed the Contract Amount, **\$15,000.00**
 - A. Prior to initiating an amendment to any or all parts of this contract, all current and up to date fiscal and client service levels must be documented and submitted to the County.
- II. Reimbursement:
 - A. The County will pay the Agency on a fee-for-service basis.
- III. Billing:

The Agency shall submit an invoice by the 15th working day of the month following the month during which services were performed under this contract. The County shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Documentation includes:

 - A list of all eligible services provided within the preceding month;

Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- IV. The County agrees to make payment for contracted activities provided within thirty (30) working days following receipt of the Agency's claims, provided that

claims are received by the County on or before the fifteenth day of each month following the month during which the services were provided.

- V. DOUBLE REIMBURSEMENT PROHIBITED: The Agency shall not seek payment from the County for any costs or services for which it has been reimbursed from other sources. In the event the Agency, subsequent to receiving reimbursement from the County, receives payment for the same service from any other party, the Agency shall, to the extent of such other party payment, promptly reimburse the County for such payments.

The Agency shall not charge or accept additional fees from any client, relative, or any other person, for service provided under this contract other than those specifically authorized by the County. In the event the Agency charges or accepts prohibited fees, the County shall have the right to assert a claim against the Agency on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this contract.

SPECIFIC PROVISIONS—YOUTH SUICIDE PREVENTION GRANT

I. SERVICES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Agency shall provide services designed and delivered in a manner sensitive to all ethnic minorities and diverse populations eligible for services in the County. Services may include, but are not limited to, any of the following:

- A. Services located in predominantly minority-populated areas and provided to predominantly minority individuals.
- B. Services targeted at minority populations. These include ethnic-sensitive program modifications to afford minorities culturally-appropriate services in current “non-ethnic minority” programs. Also included are culturally appropriate services for other diverse populations such as person with disabilities; or gay, lesbian, bisexual, or transgender persons; youth; the elderly; or rural populations.
- C. Limited English speaking services for the deaf and hard of hearing.
- D. The Agency shall develop procedures to engage interpreter services available through DSHS, and to secure, as readily available, non-English

publications for clients and individuals participating in the Youth Suicide Prevention program

II. RECORDS RETENTION AND THE CONFIDENTIALITY OF CLIENT RECORDS:

All fiscal and clinical records pertaining to services delivered under the terms of this agreement shall be maintained for a minimum of six years. The Agency shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

III PUBLIC INFORMATION

All books, informational pamphlets, press releases, research reports, articles and similar public notices prepared and released by the Agency for the services described in this contract shall include the statement, "This project receives funding from the Pacific County Public Health and Social Services Department." In addition, all such notices shall contain a statement acceptable to the County stating that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

IV. BACKGROUND CHECKS

State law requires that children, vulnerable adults, and persons who are developmentally disabled receiving services in the State are to be protected from the possibility of criminal activity by people who have been convicted of certain crimes.

All Agency staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check. These requirements are listed in RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients. Unsupervised access is defined in RCW 43.43.830(9).

V. DEBARMENT CERTIFICATION

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from

securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

VI. INDEMNIFICATION/HOLD HARMLESS

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

VII. INSURANCE

The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

STATEMENT OF WORK

I. YOUTH SUICIDE PREVENTION GRANT

ELIGIBILITY:

- A. The Youth Suicide Prevention Grant is a grant provided through the Washington State Department of Health directly to Pacific County Public Health and Human Services Department, along with Grays Harbor and Clallam County Health Departments.
- B. One of the components of the grant is the county Health Officer agrees to sign a Health Officer Order related to Youth Suicide Attempts being a Notifiable Condition.
- C. The notifiable condition will require notifying the Pacific County Public Health and Human Services Department along with notifying a crisis worker from Willapa Behavioral Health.
- D. Any youth ages 10-25 years of age who is seen in an emergency room at Ocean Beach Hospital or Willapa Harbor Hospital for a suicide attempt will qualify for services, regardless of insurance coverage.

SERVICES:

- A. Willapa Behavioral Health staff will work with assigned Pacific County Public Health and Human Services Staff to carry out the requirements of the grant related to the care of youth identified through this Health Officer Order. These requirements may include:
 - 1. Training of emergency room staff related to deification, care and means reduction of youth who are admitted to the emergency room with a diagnosis of attempted suicide
 - 2. For youth who desire to engage in services with Willapa Behavioral Health: care of youth identified through the Health Officer Order who do not have adequate insurance, high deductibles/co pays, and/or do not have adequate coverage for mental health disorders;

3. Crisis Care workers who can respond to an identified youth suicide attempt along with a case manager who will assist in assuring the youth cooperate in a treatment plan.
 4. Assistance with identifying the appropriate system the hospital could use for screening youth for depression/suicide ideation.
- B. This grant can be used for payment of staff time related to this grant along with coverage of care for youth who are identified as needing services related to youth suicide attempts who do not have adequate coverage for mental health treatment, but who wish to have services at Willapa Behavioral Health. It may also be used to cover training related to this grant.

PAYMENT PROCESS

- A. The Agency shall submit bills to the County based on actual hours worked in the Youth Suicide Prevention Grant or on actual hours billed for services to youth who fall under the guidelines of the grant.

REPORTING REQUIREMENTS:

The Agency shall comply with documentation as required by the Youth Suicide Prevention Grant, Department of Health and the County. This may include date of service, description of services provided, referral information and signature along with reporting information required for the grant.

In the Witness Whereof the parties hereto have caused this contract to be executed this the ____ day of July, 2016.

Board of County Commissioners

Frank Wolfe, Chair

Steve Rogers, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Willapa Behavioral Health



Signature



Title

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:

08/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

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: <u>Juvenile Court Services</u>	DIVISION (if applicable): <u>Superior Court</u>
OFFICIAL NAME & TITLE: <u>Scott L. Jacot, Juvenile Court Administrator</u>	PHONE / EXT: <u>2253</u>
SIGNATURE: 	DATE: <u>8/9/16</u>
NARRATIVE OF REQUEST I am requesting permission to sign the state BECCA contract for fiscal year 2016-2017. Our current contract ended on 6/30/16.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Interagency Agreement IAA17433 with WA State Administrative Office of the Courts for BECCA Programs and Services and authorize Juvenile Court Administrator to sign	

**INTERAGENCY AGREEMENT IAA17433
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC/WAHKIAKUM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and Pacific/Wahkiakum County Juvenile Court (“Contractor”).

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The Contractor will process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the “Becca Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/16 - 12/31/16	01/31/17
01/01/17 - 06/30/17	07/31/17

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of

performance under this Agreement is July 1, 2016 regardless of the date of execution and it shall end on June 30, 2017, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$40,790.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the

parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. Termination for Cause

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction

without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<p>AOC Program Manager: Yvonne Pettus PO Box 41170 Olympia, WA 98504-1170 360 705-5229 Yvonne.pettus@courts.wa.gov</p>	<p>Contractor Program Manager: Scott Jacot, Juvenile Court Administrator 300 Memorial Dr, PO Box 93 South Bend, WA 98586-0093 360-875-9350 sjacot@co.pacific.wa.us</p>
--	--

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

AGREED:

**THE ADMINISTRATIVE OFFICE
OF THE COURTS**

**PACIFIC/WAHKIAKUM COUNTY
JUVENILE COURT**

Signature *Date*

Dirk Marler, Director

Name

Judicial Services Division

Title

Signature *Date*

Name

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:

8/23/2016

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: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

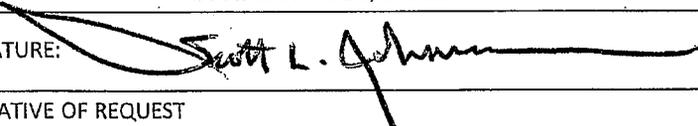
Review Clerk of the Board
 Risk Mgmt
 Legal Required

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: Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: 3395
SIGNATURE: 	DATE: 8/11/2016
NARRATIVE OF REQUEST At their 5/10/2016 meeting, the BOCC confirmed the emergency appointment of corrections officers per Civil Service Rules section 10.04 Emergency Appointment and Teamsters Non-Commissioned CBA 5.5 Emergency Appointed Employee. The appointment end date was estimated at 8/31/2016 due to the fact that the language in Rule 10.04 includes "No person shall serve as an Emergency Employee more than 120 days in a twelve-month period." The legal opinion is that the 120 days may be non-consecutive and therefore I request the end date to be extended through 12/31/2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to extend emergency appointment of Corrections Officers to December 31, 2016, subject to adequate budget appropriations	



REQUESTED MEETING DATE:

8/23/2016

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 8/17/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Landlord Estoppel Certificate and Consent to Assignment of Communications Facility Use Agreement-Holy Cross from Pacific Lutheran University to Friends of 88.5FM and authorize Chair to sign	

PACIFIC LUTHERAN UNIVERSITY

P 253.535.7121
F 253.536.5047

OFFICE OF THE VICE PRESIDENT
FINANCE AND ADMINISTRATION
12180 PARK AVENUE SOUTH
TACOMA, WA 98447

www.plu.edu/finance-admin/

July 28, 2016

Board of County Commissioners
Pacific County, Washington
P.O. Box 187
South Bend, WA 98586

RE: Landlord Estoppel Certificate and Consent to Assignment Concerning Pacific Lutheran University d/b/a KPLU Holy Cross, Pacific County, Washington Communications Facility Use Agreement

Dear Sir or Madam:

Pacific Lutheran University ("PLU") and Friends of 88.5 FM ("Friends") have entered into an asset purchase agreement whereby PLU has agreed to sell, and Friends has agreed to purchase, substantially all of PLU's assets relating to the FCC-licensed station 88.5 KPLU-FM (the "Station") and its FCC-licensed transmitter sites (the "Sale"). The parties are currently awaiting FCC approval of the Sale. If all goes as expected, the parties anticipate the Sale could close in late August or early September. The parties should have a better understanding of the timing of the closing by the middle of August.

The Sale allows Friends, a Washington nonprofit corporation, to purchase a division of PLU that has existed for almost three decades in its current form. Although Friends is a new entity, it conducted a remarkable campaign to raise the funds necessary to purchase the Station. Friends raised more than seven million dollars in fewer than five months. As a result, Friends already has sufficient cash to close the Sale. This demonstrates the strength and loyalty of those who listen to and support the Station, and the strength of the community support for continued operation of the Station under new ownership. To ensure the Station's future, Friends intends to continue using those who have already contributed and also use the same funding sources that PLU has always used to raise funds for KPLU. Thus, Friends believes it has and will have sufficient funds to pay for its future operations.

In addition, Friends intends to continue operating the Station, albeit under different call letters, in the same manner as PLU has in the past, including hiring all of PLU's employees. As such, PLU and Friends expect this to be a seamless transition.

RECEIVED
PACIFIC COUNTY

ASR/62358432
AUG 04 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

July 28, 2016

Page 2

As part of the Sale, PLU desires to assign, and Friends desires to assume, the use agreement (the "Lease") that PLU currently has with you. As such, PLU and Friends seek your consent to such assignment pursuant to Section 15 of the Lease. To that end, both parties request that you please review the enclosed Landlord Estoppel Certificate and Consent to Assignment ("Estoppel and Consent") and draft "Assignment of Transmitter Site Lease." Once you have reviewed the enclosed documents and find them acceptable, please sign the Estoppel and Consent and return it to PLU's attorney, Travis Mahugh, at the address noted below. Your consent to the proposed assignment will become effective only if and when the Sale between PLU and Friends closes as discussed above.

You will note that the Estoppel Certificate and Consent to Assignment indicates that PLU will be released from all obligations under the lease. PLU has requested this release so it will be able to wind up its affairs regarding KPLU. In light of Friend's fundraising prowess and future projections, we assume this will be acceptable to you.

You may wish to know a little bit more about Friends. Friends is governed by a nine member board of directors, which is responsible for all governance including fiscal oversight, FCC compliance and policy decisions of the fundraising campaign. Directors include Joey Cohn, a KPLU employee since 1987 and the current general manager of the Station; Stephen Tan, an environmental attorney and the former chair of the KPLU Community Advisory Council; Marilyn Strickland, the current mayor of Tacoma; among many others. The Directors include persons with expertise in areas such as finance, accounting, communications, business strategy, development and fundraising, marketing, technology and corporate governance. There is also a Community Advisory Council. Please feel free to visit Friends' website at: <https://savekplu.org/> to find out more about Friends.

If you have any questions about the Estoppel and Consent and how it relates to Friends, please direct them to Ernie Sanchez, Friends's legal counsel. His contact information is set forth below:

Ernest Sanchez
The Sanchez Law Firm P.C.
1155 F Street N.W., Suite 1050
Washington, D.C. 20004
Direct: 202-237-2814
Email: ernestsanchez2348@gmail.com

If you have any questions the Estoppel and Consent and how it relates to PLU, please direct them to Travis Mahugh, PLU's legal counsel. His contact information is set forth below:

Travis Mahugh
Gordon Thomas Honeywell, LLP
P.O. Box 1157
1201 Pacific Avenue, Suite 2100

July 28, 2016

Page 3

Tacoma, WA 98401

Direct: 253-620-6450

Email: tmahugh@gth-law.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan J. Liden', written over a horizontal line.

Susan J. Liden

Director, Risk Management and Insurance
Pacific Lutheran University

LANDLORD ESTOPPEL CERTIFICATE AND
CONSENT TO ASSIGNMENT

TO: Friends of 88.5 FM, a Washington nonprofit corporation (“**Friends**”) and Pacific Lutheran University, a Washington nonprofit corporation (“**PLU**”)

FROM: _____ (“**COUNTY**”)

RE: Facility Use Agreement dated as of October 28, 2008, by and between Landlord and PLU, for the use of a telecommunications facility, including tower and building, having a location of 46° 41’ 37” N. Lat. 123° 46’ 17” W. Long. in Pacific County known as Holy Cross (“**Premises**”), and as amended by Amendment #1 dated June 24, 2014 (“**Transmitter Site Lease**”).

EFFECTIVE

DATE: August __, 2016

1. Landlord is hereby informed that PLU and Friends have entered into a definitive agreement under which Friends is purchasing the licenses, authorizations, and certain tangible and intangible assets from PLU necessary to operate the FCC-licensed station known as KPLU-FM. In connection with that transaction, PLU intends to assign the Transmitter Site Lease described above to Friends and, in connection with such assignment, PLU and Friends wish to have the following confirmed. In furtherance of the above, and as of the Effective Date, Landlord hereby certifies, warrants, and represents that:

- (a) The Transmitter Site Lease is in full force and effect and has not been modified or amended except as described above and a true, correct and complete copy of the Transmitter Site Lease is attached hereto as **Exhibit “A”**.
- (b) No default exists on the part of either Landlord or PLU under the Transmitter Site Lease, and there is no existing circumstance which, with the delivery of notice or the passage of time, or both, would give rise to or ripen into such a default. There is no existing basis for Landlord to cancel or terminate the Transmitter Site Lease. There exists no defenses, offsets, credits, or claims of Landlord pursuant to any of the agreements, terms, covenants or conditions of the Transmitter Site Lease.
- (c) The term of the Transmitter Site Lease is scheduled to expire October 27, 2018 subject, however, to Tenant’s right to renew the Transmitter Site Lease for one (1) additional consecutive ten (10) year term pursuant to section 1 of the Transmitter Site Lease.
- (d) All rent and other charges coming due on or before the date hereof, if any, have been paid in full.
- (e) PLU has paid to Landlord a refundable security deposit in the amount of \$ _____ as required by the Transmitter Site Lease and Landlord has not applied said security deposit against any obligation of PLU under the Transmitter Site Lease. The right to receive a refund of security deposit will be assigned to Friends at Closing. Therefore, from and after the date of the Assignment, Landlord hereby agrees that the security deposit (or balance thereof) shall be paid to Friends following expiration of the Transmitter Site Lease pursuant to the terms thereof.

2. Landlord does hereby acknowledge and consent to the assignment of the Transmitter Site Lease from Tenant to Friends (the “Assignment”) and does hereby expressly agree that such assignment shall not constitute a default under or breach of (or result in the termination of) the Transmitter Site Lease. Landlord’s consent herein shall not relieve Friends of any obligation it may have pursuant to the Transmitter Site Lease to obtain Landlord’s prior written consent to any further assignment or other transfer by Friends of any interest in or under the Transmitter Site Lease. Moreover, effective on the date of the Assignment, Landlord hereby releases PLU of any liability under the Transmitter Site Lease.

3. Landlord agrees that this Certificate may be relied upon by the parties to whom it is addressed and their respective successors and assigns.

LANDLORD:

_____, Inc./LLC, a _____

By: _____

Print Name: _____

Its: _____

**EXHIBIT A
COPY OF LEASE**

[see attached]

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with PACIFIC LUTHERAN UNIVERSITY, (hereinafter called KPLU), this 28th day of October, 2008.

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

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of ten (10) years from date of this agreement and is renewable, for one (1) additional term of ten (10) years. The terms and conditions of the renewal shall be the same as set forth in this Agreement, except Annual Use Rate, which shall be determined by Section Five (5) of this Agreement.

2. **TERMINATION**: The Use Agreement may be canceled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement on any anniversary date by giving the other party notice of intent to terminate this Use Agreement at least thirty (30) days prior to the anniversary date. Upon termination of this Agreement, KPLU shall remove its equipment from the property and surrender the property to the COUNTY. Thereafter, all rights and obligations of the parties to this Agreement shall cease.

3. **EVENTS OF DEFAULT, NOTICE OF OPPORTUNITY TO CURE**: If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if KPLU fails to make a payment hereunder when due, (each individually, an

“Event of Default”), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within ten (10) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such ten day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such ten day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within thirty (30) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** KPLU shall pay the COUNTY annually the amount as determined in Exhibit “A” of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.
5. **RATES:** At the end of the first five years of this Use Agreement the COUNTY shall adjust the rates in the amount equal to the total percentage increase in the State of Washington, Department of Natural Resources rates over the same time period. In no case shall the adjustment exceed twenty-five (25%) percent.
6. **INDEMNITY:** Each party (the “Indemnitor”) agrees to indemnify, defend, and hold the other party harmless from any liabilities or claims or injuries to property or persons on or about the premises which are occasioned by the use of the premises and caused by reason of the acts or omissions of the Indemnitor, its agents, contractors, licenses, employees, or invitees.
Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the COUNTY, its agents or employees; and (b) KPLU, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnitor’s agents or employees.

If KPLU requests proof of liability insurance by the COUNTY, the COUNTY shall provide evidence of such insurance. Currently the COUNTY is insured by the Washington Counties Risk Pool.

7. **PREMISES:** The COUNTY shall provide KPLU tower and shelter space, environmental controls, (HVAC) and power in addition to fenced security and access to the facility. KPLU shall install communications equipment as described in Exhibit "A" of this Use Agreement.

Facilities covered by this Use Agreement, and reserved for KPLU's exclusive use, are located on the following described land: Pacific County Property located at 46° 41' 37" North Latitude, 123° 46' 17" West Longitude, 2.8 miles Northeast of South Bend, Washington (Holy Cross Site). SE¼ SW¼ of Section 14, Township 14 North, Range 9 West, W.M., Pacific County, Washington.

KPLU agrees to maintain a current agreement with Rayonier Timberlands Operating Company for site occupancy, throughout the term of this Facility Use Agreement.

KPLU shall present the COUNTY with evidence of the Agreement with Rayonier prior to the execution of this Agreement by the COUNTY.

8. **EQUIPMENT:** KPLU shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. KPLU shall also adhere to the Pacific County Facility Use Standards described in Exhibit "B" and made a part of this Agreement.
9. **INTERFERENCE:** KPLU shall provide all necessary equipment to eliminate any interference to existing site users from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters.

Should subsequent site users find it necessary to install interference mitigating devices on KPLU's equipment, KPLU shall cooperate; however, KPLU shall not be required to bear the financial cost.

If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment first installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed.

The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved the equipment described in Exhibit "A" attached hereto.

In the event KPLU-FM's system is rendered unusable in whole or substantial part due to harmful interference, KPLU-FM shall immediately give written notice of such to the COUNTY. The parties shall undertake a good faith effort to correct or remedy such interference. If harmful interference cannot be remedied within a reasonable time, and such interference prevents KPLU-FM from operating according to their licensing agreements, then KPLU-FM has the right to terminate this Agreement on thirty (30) days written notice, with no penalty or further responsibility under this Agreement.

10. **SECURITY AND MAINTENANACE:** The COUNTY shall provide reasonable security for the premises and electrical power throughout the term of the Use Agreement at no additional charge to KPLU. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. KPLU shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower

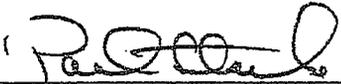
with respect to any FCC/FAA regulations, KPLU shall notify the COUNTY of such default and request cure within ten (10) days.

11. **IMPROVEMENTS:** All construction, improvements and or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
12. **CASUALTIES:** If a tower or building is damaged or destroyed that contains equipment of KPLU and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then KPLU shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of such termination, KPLU-FM shall receive a pro-rate refund of any use fees paid in advance.
13. **TAXES:** KPLU agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
14. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit "A", installed at the site by KPLU shall be and remain the property of KPLU and may be removed or replaced by KPLU at any time from time to time, provided that KPLU repairs any damage caused in conjunction with such removal and replacement.
15. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

16. **ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party.
17. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
18. **ALL WRITING CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

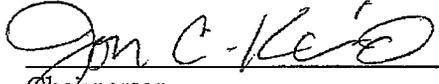
IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS 28th day of October, 2008.

PACIFIC LUTHERAN UNIVERSITY



 Signature

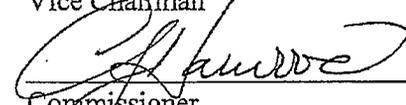
BOARD OF COUNTY COMMISSIONERS
 PACIFIC COUNTY, WASHINGTON
 PO BOX 187
 SOUTH BEND, WA 98586



 Chairperson

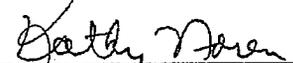


 Vice Chairman



 Commissioner

APPROVED AS TO FORM:


ATTEST:
 10/28/08

 Clerk of the Board

EXHIBIT "A"
PACIFIC COUNTY, WASHINGTON

HOLY CROSS SITE
 (46° 41' 37" N. Lat. 123° 46' 17" W. Long.)

<u>Item No.</u>	<u>Quantity</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	Crown FM-30T 30 Watt RF Power FM Transmitter Frequency 90.3 mhz	\$1,303.00
	1	Sony YDR-FIHD FM Receiver	included above
	1	Scala CLFM Antenna	included above
2	1	Shively 6602B Transmit Antenna	<u>\$250.00</u>
		TOTAL ANNUAL RATE	\$1,553.00

EXHIBIT "A" AGREED TO:

LESSOR INITIALS PSH/K ¹⁰⁻²⁸⁻⁰⁸ DATE 10-28-08

LESSEE INITIALS [Signature] DATE _____

Pacific Lutheran University
 Communications Facility
 Use Agreement - Holy Cross
 Exhibit "A"

EXHIBIT "B"
PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.
7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

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

EXHIBIT "B" AGREED TO:

LESSOR INITIALS PS NB CEA ¹⁰⁻²⁸⁻⁰⁸ DATE 10-28-08

LESSEE INITIALS [Signature] DATE _____

Pacific Lutheran University
 Communication Facility Use Agreement – Holy Cross
 Pacific County Facility Use Standards
 Exhibit "B"

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
Amendment #1**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY entered into this Site Use Agreement with PACIFIC LUTHERAN UNIVERSITY., (hereinafter called KPLU), on the 28th day of October, 2008, and;

WHEREAS, this AGREEMENT is in need of modification as required by the WA Counties Risk Pool and the Pacific County Prosecuting Attorney; and

WHEREAS, Exhibit A of the AGREEMENT is in need of amendment to reflect an annual increase;

NOW, THEREFORE, the following Amendment shall replace Section 6. Indemnity and Exhibit A (attached) shall be replaced:

6. INDEMNIFICATION and INSURANCE

Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; and (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

KPLU shall maintain and provide proof of occurrence based commercial business liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. KPLU must name the COUNTY as an additional insured. KPLU shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. KPLU agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that KPLU's liability insurance policy shall so state. KPLU shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

All other terms and conditions within the AGREEMENT shall remain.

IN WITNESS WHEREOF the parties hereto have caused this AMENDMENT to be executed
this 24th day of JUNE, 2014.

PACIFIC LUTHERAN UNIVERSITY

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Sheri Seanne Tonn
Signature _____ Date _____
Sheri Seanne Tonn
Vice President, Finance & Operations

Steve Rogers

Steve Rogers, Chairman

Frank Wolfe

Frank Wolfe, Commissioner

Lisa Ayers

Lisa Ayers, Commissioner

ATTEST

Marilee Guernsey

Clerk of the Board

APPROVED AS TO FORM

David Burke 8/5/14

David Burke
Prosecuting Attorney

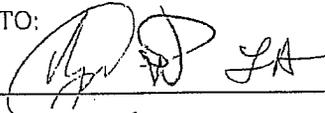
EXHIBIT "A"
PACIFIC COUNTY, WASHINGTON

HOLY CROSS SITE
(46° 41' 37" N. Lat. 123° 46' 17" W. Long.)

<u>Item No.</u>	<u>Quantity</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	Crown FM-30T 30 Watt RF Power FM Transmitter Frequency 90.3 mhz	\$1,537.00
	1	Fanfare FT-1AP FM Receiver	included above
	1	Scala CLFM Antenna	included above
2	1	Shively 6602B Transmit Antenna	<u>\$295.00</u>
		TOTAL ANNUAL RATE	\$1,832.00

EXHIBIT "A" AGREED TO:

LESSOR INITIALS



DATE

6/24/2014

LESSEE INITIALS

SON

DATE

7-18-2014

Pacific Lutheran University
Communications Facility
Use Agreement - Holy Cross
Exhibit "A"



REQUESTED MEETING DATE:

8/23/2016

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: 8/9/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2016-_____ establishing the Facility Use Application Process and rescind Resolutions 2010-035, 2013-070 and 2015-015	

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

RESOLUTION NO. 2016-_____

**A RESOLUTION ADOPTING THE PACIFIC COUNTY FACILITY USE
APPLICATION PROCESS AND RESCINDING RESOLUTION 2010-035 (SPECIAL
EVENT APPLICATION PROCESS), RESOLUTION 2013-070 (COURTHOUSE
FACILITIES USE POLICY) AND RESOLUTION 2015-015 (PARK CAMPING FEES
AND CHARGES)**

WHEREAS, Pacific County desires to promote and support special events within the County,
and

WHEREAS, the County recognizes the public's desire to use county-owned facilities, parks and
property for special events and small gatherings, and

WHEREAS, Pacific County desires to allow the use of county-owned facilities, parks and
properties for these purposes, and

WHEREAS, it is necessary that these events be scheduled in advance and conducted as to not
interfere with the daily operations or conduct of regular county business, and

WHEREAS, an application process needs to be in place allowing for review by the County to
determine appropriate liability insurance, security, traffic control, and other related requirements
are in place to best assure the health and safety of guests, and the integrity of the County's
property is maintained.

NOW THEREFORE, IT IS HEREBY FURTHER RESOLVED by the Pacific County Board
of Commissioners that the Pacific County Facilities Use Policy (Attachment A), Pacific County
Facilities Use Application (Attachment B), Alcohol Policy for Facility Rentals (Attachment C)
Safety Requirements Application (Attachment D) and Facilities Use Fee Schedule (Attachment
E) are hereby adopted.

BE IT STILL FURTHER RESOLVED that Resolution 2010-035 (Special Event Application
Process), Resolution 2013-070 (Courthouse Facilities Use Policy) And Resolution 2015-015
(Park Camping Fees and Charges) are hereby be rescinded.

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

ATTEST

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

ATTACHMENT A

PACIFIC COUNTY **FACILITY USE POLICY AND PROCESS**

Section 1: DECLARATIONS

1. The County allows public use of certain county owned facilities and grounds on a first-come, first-served basis in accordance with this policy. Uses will be scheduled so that the conduct of county business will not be unreasonably disrupted. These uses will be coordinated with the Department of Public Works and the Commissioners' Office.
2. It is the intent of the County to comply with the requirements of state and federal regulations that prohibit discrimination based on race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
3. Official County activities have first priority for use of all facilities. Because the Courthouse is the county seat for Pacific County, unexpected events relating to county/state government may arise which could require the relocation of the event from the courthouse within 24 hours of the start of the event. Although every effort will be made to avoid a conflict, an alternative location should be arranged in the event of an unavoidable situation.
4. The County is not liable for any failure in performance of any provision of this policy.
5. Violations of this policy may result in removal of Applicant privileges for use of County facilities.
6. The County reserves the right to cancel any reservation without notice for any reason.
7. The County is not responsible for lost or stolen items.

Section 2: PROCESS

1. Written requests to hold an event shall be made through the Commissioners' Office.
2. Submit a Facility Use Application (Attachment B) and all applicable attachments (Attachments C, D) to the Pacific County Board of Commissioners a minimum of **60 days** prior to an event. Upon approval, a written confirmation will be mailed to the applicant.
3. Depending on the nature of your event, additional permits may be required from individual departments/offices including: Department of Community Development, Department of Public Works and the Sheriff's Office. Please contact them to determine if additional permits are required for your event.
4. The site and facilities may be inspected by County officials prior to opening the event to the general public to ensure that you are complying with the stated plans upon which the approval was made. If you fail to comply with those requirements, your permit may be revoked and the event closed.

Section 3: GENERAL PROVISIONS REGARDING USE OF COURTHOUSE ROTUNDA AND COURTHOUSE POND

1. Events being held in the Rotunda which may attract more than 20 people and anticipated to last longer than 15 minutes require compliance with this policy. Receptions are not allowed in the rotunda.
2. Maximum occupancy of attendance – 100 people.
3. The County will not provide tables, chairs, or any other equipment for the event.
4. Decorations shall not be attached in any way (tape, nails, tacks, wire) to any surfaces (walls, floors, railings, wood work) or furniture. All decorations shall be free standing. Helium balloons are not allowed.
5. Restrooms are available on the main floor of the Courthouse. ADA restrooms are located on the 2nd floor of the Public Safety Building directly behind the courthouse.
6. One county staff person will be responsible for opening and closing the Courthouse. Set-up and clean-up activities are the responsibility of the Applicant.
7. All chairs, equipment and accessories for the event must be provided by the Applicant. Power can be made available, if needed.
8. Applicant shall not adjust heating or wall hangings.
9. The furniture shall not be rearranged.
10. The following activities are prohibited in the facility and on county grounds:
 - a. Tobacco Use, Smoking, Vaping
 - b. Weapons (law enforcement exempt)
 - c. Alcoholic beverages and/or narcotics
11. Applicant shall assume full responsibility for all damages and injuries which may occur.
12. Applicant shall provide adequate supervision for the protection of lives and property.
13. In the event of damage to County's premises or equipment caused by Applicant, the Applicant will accept the County's cost estimate of the repair or replacement and make prompt payment to the County.
14. Functions occurring in County facilities may not violate City, County, or public authority ordinances or regulations.
15. Fire, safety, and capacity regulations of Pacific County, City of South Bend or the State of Washington must be observed.

Section 4: USE AND DEPOSIT FEES

1. Use and deposit fees are set by resolution of the Board of County Commissioners (Attachment E).
2. Use and deposit fees are to be submitted with the application at least 60 days prior to the date of the event. If there is any required clean-up or damage to property, grounds, equipment or furniture the deposit will not be refunded.

Section 5: INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification:** To the fullest extent permitted by law, the Applicant 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 Applicant, its employees, agents or volunteers or Applicant's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with this Agreement; or 3) are based upon the Applicant's use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the Applicant 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 Applicant 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 Applicant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Applicant are a material inducement to COUNTY to enter into this Agreement.
2. **Insurance:** Without limiting the Applicant's indemnification of COUNTY, and prior to commencement of the event, the Applicant shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the County.
 - a. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
 - b. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

The County may adjust the amount of coverage required based on the details of the proposed event. If alcohol is being served additional insurance will be required (See Attachment C-Alcohol Use Policy).

Special Event Insurance may be available through the Applicant's insurance broker or can be found on-line.

Section 6: PACIFIC COUNTY CONTACT INFORMATION:

Board of County Commissioners – 360/875-9337
Department of Community Development – 360/875-9356
Department of Public Works – 360/875-9368
Sheriff's Office – 360/875-9395
Fair Office – 360/942-3713

DRAFT

ATTACHMENT B

Facility Use Application

Thank you for your interest in using a county-owned park, facility or property to host your special event.

Please complete and return this Application and the appropriate attachments along with fee and damage deposit to the Board of Pacific County Commissioners Office at least **60 days** prior to the first day of the scheduled event.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: _____
2. Is this a private event (invitation only) or open to the public?
Private _____ Public _____
3. Description of event: _____

4. Location of event: _____
5. Date(s) of event: _____ Hour(s) of operation: _____
6. Has the event been held previously? _____ Date(s): _____
7. Estimated attendance: _____
8. Name Event Representative: _____
9. Home Phone: _____ Cell Phone: _____
10. Event Representative email address: _____
11. Event Representative address: _____
12. Emergency contact name and phone number: _____

Please check Yes, No or Not Applicable (NA) for the following questions.	YES	NO	NA	NOTE: All required
Will there be alcohol served at the event?				If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board
Will County staffing be requested at the event? <i>May be required by the County.</i>				If yes, attach a list of those services and outline specific duties.
Is your event is open to the public?				If yes, complete Attachment D (Security Requirements)
Will food and beverage be served at your event and last beyond 8 pm				If yes, complete Attachment D (Security Requirements)
Will you have Emergency Medical Services (EMS) on site during the event?				
Will there be music, sound amplification or any other noise impacts?				If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?				If yes, attach adequate traffic and detour plans.
Will you have traffic control?				If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?				If yes, attach parking plan.
Will there be shuttle buses provided for attendees?				If yes, attach a map of their route.
Will there be tickets sold to attend the event?				If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?				If yes, please attach a copy.
Will there be food served?				If yes, attach copy of food service permit.
Will additional bathroom facilities be used?				If yes, please provide specific information related to the # of sanicans provided. Please include the location on a diagram of the event.
Do you have a plan for garbage and recycling?				If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?				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?				A copy of the Certificate of Insurance must be attached or the application will not be considered.

WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have read and understand the requirements set forth in Pacific County Facility Use Policy and Process and this application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth in Pacific County Code may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

I affirm that all information contained therein is true to the best of his or her knowledge. As this application is the basis for use of county facilities, any material error, omission, or misrepresentation may constitute a violation of this agreement for the County may rescind the agreement and/or deny future applications by the applicant.

Signature of Applicant/Representative

Date

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

Name: _____ Contact #: _____

ATTACHMENT C

PACIFIC COUNTY

ALCOHOL POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on grounds owned, rented or leased by Pacific County, without the expressed written consent of Pacific County. For those functions where express approval has been granted, the following rules must be followed:

- The sale, furnishing and/or consumption of alcoholic beverages is not permitted without a valid permit issued by the Washington State Liquor and Cannabis Board and a copy of such permit shall be provided to the County at least two weeks prior to the event. The permit must be posted in a conspicuous location within the facility for the duration of the event.

NOTE: Alcoholic beverage SALES are not permitted under a BANQUET PERMIT and are only allowed under a Special Occasion License issued to a nonprofit organization.

- The PERMITTEE shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability Insurance coverage may be substituted when alcohol is being consumed, but not sold on premises with prior written approval of the County. Certificate of insurance coverage must be provided to the County at least two weeks prior to the event.
- All persons serving alcoholic beverages must be appropriately trained regarding Washington State Liquor and Cannabis Board rules and regulations regarding service of alcoholic beverages under a Banquet Permit or Special Occasion License, as may apply to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the controlled area. All beverages must be served in cans, disposable cups, or plastic or metal bottles only. Absolutely no glass bottles will be allowed.
- Alcoholic beverage sales, furnishing and consumption shall comply with all Washington laws, rules and regulations, and specifically those of the Washington State Liquor and Cannabis Board. In particular, no person under the age of 21 shall be allowed to purchase, consume, furnish or possess alcoholic beverages. Valid photo identification shall be required for all persons purchasing, consuming, furnishing, or possessing alcoholic beverages. No person shall be over-served and persons exhibiting intoxication shall not be sold or furnished alcoholic beverages.

- For events using a Banquet Permit the event shall not be advertised, shall be by invitation only, and shall not be open to the public.
- The PERMITTEE will also, at its expense, comply with all requirements of the Pacific County Facility Use-Security Requirements Policy.
- **Any violation of these requirements will result in the immediate revocation of the Facility Use Agreement, closure of the PERMITTEE's event, forfeiture of the PERMITTEE's rent and deposit, and the PERMITTEE may not be allowed to serve alcohol at any future events.**

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

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

PERMITTEE

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Organization

Chairman

Printed Name

ATTEST:

Signature

Date

Clerk of the Board

Date

ATTACHMENT C

PACIFIC COUNTY FACILITY USE SAFETY REQUIREMENTS APPLICATION

Safety personnel are required for gatherings where food and beverage is served and which last beyond 8pm OR where alcohol is sold, furnished or consumed regardless of the time of day. Safety personnel may be required at other events which are determined by the County to warrant security. Minimum safety personnel requirements are based on the number of attendees and whether the event is public or private.

The Safety Requirements Application **must be received by the County 60 days prior to an event**. The Pacific County Board of County Commissioners and Risk Manager, in consultation with the Pacific County Sheriff's Office, will review all applications and reserve the right to adjust safety requirements as they deem necessary.

Information regarding the event:

1. The estimated number of persons attending the event: _____
2. This is a private event public event
3. Alcoholic beverages will will not be sold, furnished or consumed. The hours of alcohol service will be from _____ am/pm to _____ am/pm.
4. Live music/DJ/dancing will will not be at the event.

MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

Attendees	PRIVATE EVENTS		PUBLIC EVENTS	
	No Alcohol, with Music/Dancing	Alcohol and Music/Dancing	No Alcohol, with Music/Dancing	Alcohol and Music/Dancing
0-100	0	2	1	2
101-200	1	3	2	3
201-300	2	3	3	4
301-400	2	4	4	6
401-500	2	5	5	6

1. Safety personnel shall only serve as safety personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Safety personnel will wear a vest, name tag or shirt clearly identifying them as such.
3. Safety personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, remove individuals, and refuse entry.
4. Private events shall be by invitation only and the public shall not be permitted.

Safety will be provided by:

- Law Enforcement Entity

Jurisdiction _____

Name of Officer(s) _____

- Off-Duty Trained (CJTC or Equivalent) Law Enforcement Officer(s)

Jurisdiction _____

Name of Officer(s) _____

Note: Law Enforcement Personnel from an agency other than the Sheriff's Office, and Off-duty officers may not act in a law enforcement capacity outside of their jurisdiction and will not be in uniform unless they have been commissioned by the Pacific County Sheriff.

- Licensed and Bonded Security Company

A copy of the Company's license must be on file with the County at least two (2) weeks prior to the event.

I hereby acknowledge that I have familiarized myself with Pacific County Facility Use Safety Requirements Application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County will result in immediate revocation of the Facility Use Agreement, closure of the Applicant's event, forfeiture of the Applicant's rent and deposit, and may prevent me from future use of County facilities.

Date: _____

Signature

Printed Name

ATTACHMENT E

FACILITY USE FEE SCHEDULE

FOR ALL RENTALS:

1. All fees and deposits are required to be submitted with your application.
2. Deposit/cleaning fee is refundable upon inspection and return of keys.
3. All camping/rv fees are subject to sales and lodging tax

PACIFIC COUNTY FAIRGROUNDS

WEEKEND RENTAL *Friday set-up, Saturday, Sunday clean-up by 1:00PM*

(includes Gauerke Building and Restrooms)	\$300.00
Damage/Cleaning Deposit	\$200.00
Additional Day	\$100.00
Garbage Removal	\$50.00

DAILY RENTAL *8:00AM to 5:00PM*

(\$100 damage/cleaning deposit included)	\$200.00
--	----------

BY-THE-HOUR RENTAL

(Including restrooms; excluding Gauerke Building)

1 to 3 hours	\$50.00	per hour
Each Additional hour	\$25.00	per hour

HORSE ARENA RENTAL

(includes horse stalls and restrooms)	\$300.00
---------------------------------------	----------

LARGER GROUP RENTAL PACKAGE

(Includes Gauerke Building, Grange Building and Restrooms)

4 day rental for up to 30 people	\$400.00
Additional day	\$100.00
Additional Fee per person (31 or more people)	\$10.00 per person
Garbage Removal	\$50.00
Damage/Cleaning Deposit	\$200.00

OFF-SEASON CAMPING FEES

Tent Camping	\$10 per day
	\$50 per week
RV Camping with hookups	\$20 per day
	\$100 per week

PACIFIC COUNTY PARKS

CAMPSITE DESCRIPTIONS

There is a maximum of eight (8) people per campsite and two vehicles

(P) Primitive and water trail campsites:

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

(S) Standard campsite:

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

(PU) Partial-utility campsite:

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

PARK	P	S	PU	YURT*	ADDL VEHICLE	RV DUMP FEE	DAY USE
Bruceport	\$15.00	\$20.00	\$25.00	\$65.00	\$10.00	\$5.00	\$50.00
Bush Pioneer	\$15.00	\$20.00	\$25.00	n/a	\$10.00	\$5.00	n/c
Chinook	\$15.00	\$20.00	\$25.00	n/a	\$10.00	\$5.00	n/c

**includes covered area*

Morehead	P	\$15.00	up to eight (8) people
	DAY USE	\$50.00	Plus \$25 cleaning deposit; includes lodge & grounds
	3-DAYS	\$250.00	Plus \$100 cleaning deposit; includes lodge & grounds
	CABINS*	\$5.00	per night/per person up to 25 people 26+ people requires the rental of a port-a-potty at \$75/day

PACIFIC COUNTY COURTHOUSE

During weekend or non-business hours

ROTUNDA	\$200
Damage/Cleaning Deposit	\$250
POND AREA	\$100
Damage/Cleaning Deposit	\$100



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

REQUESTED MEETING DATE:

08/23/16

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

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: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: August 17, 2016

NARRATIVE OF REQUEST

Section 4.12 of the Pacific County Personnel Policy addresses longevity for employees whose positions are not under special employment or collective bargaining agreement. Marie Guernsey, currently the Clerk of the Board of County Commissioners, was originally hired by Pacific County on May 1, 2003 as a part-time employee (0.6 FTE). Marie's position was re-classified on June 1, 2004.

Typically, a regular employee's original hire date is used as "day 1" of said employee's longevity calculation (management employees receive longevity increases beginning with the 6th, 11th, 16th, and 21st years of continuous service). However, in Marie's case, the latter date (June 1, 2004) was used as "day 1" of her longevity calculation.

Being that Marie has worked for the county continuously since her original hire date of May 1, 2003 (she was not hired as a temporary employee as defined in Section 2.8.5 of the Personnel Policy, which states that no temporary appointment shall exceed six months duration in any twelve month period), please consider revising her longevity effective date to begin with her original hire date of May 1, 2003. Please note that making this change will not have an effect on Marie's longevity until her NEXT longevity increase, which will occur beginning her 16th year of continuous service (May 1, 2018 would mark the completion of her 15th year of continuous service). No "back-pay" will be awarded as a result of this decision.

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

Approve the adjustment of longevity date for Marie Guernsey

Section 2.8 APPOINTMENT.

- 2.8.1** All appointments to vacancies shall be made solely on the basis of merit, efficiency and fitness. These qualifications shall be determined through evaluation of the following relative to the requirements of the position applied for:
- a. The applicant's training and experience;
 - b. The applicant's education;
 - c. The applicant's physical, mental and sensory fitness;
 - d. The results of any relative oral interview(s); and
 - e. The results of any written examination when deemed advisable by the Official.
- 2.8.2** In general, the appointee shall enter employment on a six (6) month probationary period at the minimum salary level for the classification entering. However, if an appointee's qualifications indicate a higher entry level of compensation, the Official may set a higher level with the Board's consent; PROVIDED, That the initial base rate of pay should only exceed the Step 5 rate when there are extenuating recruitment circumstances. After six (6) months employment, if the appointment is satisfactory to the Official, a New Employee/Change of Status Information form (Exhibit 8.2) advising of regular appointment shall be signed by the Official and submitted to the Board of County Commissioners for confirmation and/or approval.
- 2.8.3** Forms to be filled out by the appointee shall be as required by statute in addition to any employee permanent record or benefit enrollment forms.
- 2.8.4** Appointments to County employment on other than a regular or non-regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:
- a. As substitution for a regular employee who is absent;
 - b. When it is necessary to fill short term seasonal employment; and/or
 - c. During a state of disaster or emergency.
- 2.8.5** Temporary employees shall serve at the discretion of the Official. No temporary appointment shall exceed six (6) months duration in any twelve (12) month period.

Section 2.9 TRANSFER. Upon agreement of the Official, or to meet the needs of the County, a transfer may be made. Employees transferring to a position must possess the minimum qualifications for that position. A new probationary period shall be established for any employee who voluntarily transfers. A transfer shall not be used to circumvent regulations regarding promotions, demotions, or termination.

- 2.9.1** Temporary transfers between offices/departments to meet urgent or emergency needs shall be permitted based on mutual agreement of the affected Officials.

Section 4.11 WAGES. The base wage rates will be determined by applying the appropriate rates in the Wage Schedule (Exhibit 7.1) to the relative positions in the Job Classification Schedule (Exhibit 7.2).

4.11.1 In general, an appointee will enter employment in a particular position at Step 1 of the assigned Wage Schedule for a period of six (6) months or one thousand (1,000) hours, whichever is longer. Then, the employee will serve another six (6) months or one thousand (1,000) hours, whichever is longer, at each higher step until reaching Step 8, unless transferred, promoted or demoted; in which case, the cycle may be readjusted. If an appointee's qualifications indicate a higher entry step of compensation, or if an employee warrants advancement from one step to another at a rate faster than stated above, the Official may set a higher step with the Board's consent; PROVIDED, That the initial base rate of pay should only exceed the Step 5 rate when there are extenuating recruitment circumstances.

Section 4.12 LONGEVITY. The following schedule of supplemental compensation shall apply as payment for longevity of employment with the County. Regular employees whose positions are not under special employment or collective bargaining agreement shall receive longevity pay as follows:

4.12.1

CONTINUOUS SERVICE {Beginning with:}	FACTOR {Percentage of Base Wage}
The 6 th Year	1.5%
The 11 th Year	2.5%
The 16 th Year	3.5%
The 21 st Year	6.0%



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:
 8/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

- Review Clerk of the Board
 Risk Mgmt
 Legal Required

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 8/10/16
NARRATIVE OF REQUEST Attached for your consideration is an employment agreement with Shawn Humphreys to serve as Deputy Director of the Department of Community Development. Shawn has been with the County for nearly 8 years and will be a real asset as part of the management team at DCD.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Employment Agreement with Shawn Humphreys effective August 1, 2016.	

Name of Contractor: Shawn Humphreys

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Employment Agreement Deputy Director Department of Community Development

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: _____ employment agreement

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:

EMPLOYMENT AGREEMENT

DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

THIS AGREEMENT made and entered into by and between the Board of Pacific County Commissioners ("BOARD") through its County Administrative Officer ("ADMINISTRATOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Shawn Humphreys ("DEPUTY DIRECTOR"), POB 875, Long Beach, WA 98631, for the purposes and subject to the terms and conditions set forth herein:

I. DUTIES AND RESPONSIBILITIES

The DEPUTY DIRECTOR's primary duties include (1) assisting in the supervision of South Bend and Long Beach Department of Community Development operations; (2) serving as the DIRECTOR in the DIRECTOR's absence; (3) assisting the DIRECTOR in the management of the overall agency including policy development, personnel administration and financial management; (4) assisting in all personnel matters, (5) assisting with budget preparation and budget administration; (6) assisting with departmental fiscal and accounting oversight; (7) providing direct oversight in at least one program within the Department; and (8) assisting with the monitoring of contracts and agreements to ensure compliance with applicable policies and regulations.

The DEPUTY DIRECTOR will participate in the development and revision of COUNTY goals and objectives, programs, policies and procedures. The DEPUTY DIRECTOR will establish and/or maintain close working relationships with other COUNTY officials to promote harmony and to solve problems affecting various operations.

The DEPUTY DIRECTOR represents that he is a registered sanitarian under the Washington State Board of Registered Sanitarians, and will maintain such in good standing during the term of this AGREEMENT and any extensions. Failure to maintain such registration and license shall be cause for suspension with or without compensation, and/or immediate termination of the DEPUTY DIRECTOR without provision of the notice and/or compensation specified in Article VI Term/Termination of this AGREEMENT.

The parties understand that in all respects, and at all times, the DEPUTY DIRECTOR is not an independent contractor. He will operate with appreciable latitude for independent actions and decisions commensurate with demonstrated ability. He recognizes that errors in judgment could result in substantial impact to the COUNTY.

The DEPUTY DIRECTOR realizes and accepts the fact that while he is responsible to, and under the direction of, the DIRECTOR, he is also responsible to, under the direction of, and serves "at the pleasure of" the BOARD with his activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations.

II. HOURS OF WORK

The parties understand and agree that this position is full time and exempt from the provisions of the Federal Fair Labor Standards Act (FFLSA) and from collective bargaining representation. It often requires the person holding the position to work before and beyond the scheduled business hours and occasionally on weekends and holidays.

It is further understood and agreed that the DEPUTY DIRECTOR will not accrue the annual (vacation) or medical (sick) leaves that other COUNTY employees accrue pursuant to various labor agreements and personnel policies. So long as his duties are performed satisfactorily, the DEPUTY DIRECTOR may be absent for vacations and/or for medical reasons, including caring for family members, or he may work less than the scheduled business hours without penalty.

III. COMPENSATION

For services rendered pursuant to this agreement, the COUNTY will provide the DEPUTY DIRECTOR with a monthly salary of Five Thousand Four Hundred and Thirty dollars (\$5,430) beginning August 1, 2016.

Effective January 1st, 2017, the COUNTY will provide the DEPUTY DIRECTOR with a monthly salary of Five Thousand Six Hundred and Forty-seven dollars (\$5,647).

Effective January 1st, 2018, the COUNTY will provide the DEPUTY DIRECTOR with a monthly salary of Five Thousand Eight Hundred and Seventy-seven dollars. (\$5,877).

The DEPUTY DIRECTOR's salary will be paid to him at the same time, and in the same manner, in which the COUNTY's non-represented employees receive their compensation, except that in all cases payment of his salary shall be made to the DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT via direct electronic deposit.

IV. FRINGE BENEFITS

The DEPUTY DIRECTOR is entitled to the benefits enjoyed by the COUNTY's non-represented employees. These benefits include, but are not limited to, regular contributions to Social Security (FICA/OASI), state retirement system, industrial insurance/medical aid and unemployment insurance; and life and health insurance.

The DEPUTY DIRECTOR is to be covered by social security (FICA/OASI), the Public Employees Retirement System, and the industrial insurance/medical aid and unemployment insurance programs. The COUNTY will contribute to these programs in the same manner and to the same extent as other non-represented COUNTY employees.

The COUNTY will provide a health (medical, dental and vision coverages) and life (term life, accidental death or disability coverages) insurance program or VEBA contribution for the DEPUTY

DIRECTOR and his eligible dependents commensurate with insurance benefits provided to other non-represented employees.

V. OTHER CONDITIONS

The COUNTY will furnish the DEPUTY DIRECTOR with suitable office space, necessary office supplies and equipment, support and clerical services, and access to personal computing and other data processing and records management equipment to assist his with fulfilling the duties noted herein. It is understood that COUNTY property is to remain with the COUNTY upon severance of the DEPUTY DIRECTOR.

The parties to this AGREEMENT agree that this position's incumbent must retain his primary residence within the jurisdictional boundaries of Pacific County during the duration of this AGREEMENT and any extensions.

The COUNTY will reimburse the DEPUTY DIRECTOR for use of his personal vehicle when used for COUNTY business in the same manner and to the same extent as the COUNTY'S other non-represented employees. The DEPUTY DIRECTOR shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this contract and any extension(s), and shall provide proof of such to the COUNTY upon request. Alternately, the COUNTY may elect to furnish a COUNTY vehicle to the DEPUTY DIRECTOR for his use in fulfilling his duties. The DEPUTY DIRECTOR shall maintain a Washington State driver's license and shall notify the COUNTY within 24 hours of any lapse or revocation of that license

The parties agree that the need exists for the DEPUTY DIRECTOR to keep abreast of professional development including budget, personnel, resource, grant, and project management methods, legislation pertinent to local government, and to maintain professional contacts, attend professional meetings, and to participate in professional organizations. In addition, the parties agree that the need exists for the DEPUTY DIRECTOR to maintain pertinent state licenses and registrations, and acknowledge that maintenance of said licenses and registrations requires continuing education. Within budget limitations, the COUNTY will pay the membership dues to those organizations that contribute to the DEPUTY DIRECTOR's continued professional development and improved performance and to support the costs for his travel to attend their meetings, conferences and training programs.

VI. TERM/TERMINATION/REVERSIONARY RIGHTS

This AGREEMENT shall be effective the 1st day of August 2016 and will continue in full force and effect through December 31, 2018. In the event either party to this AGREEMENT desires to terminate or modify the provisions of this AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of one hundred and twenty (120) days prior to the expiration date. If there is no such notice of termination, this agreement will continue thereafter on an annual basis until the proper written notice to terminate or modify is provided.

This provision will not prevent the parties from amending this AGREEMENT by mutual written consent. This provision will not prevent, limit or otherwise interfere with the BOARD's right to terminate the services of the DEPUTY DIRECTOR or the DEPUTY DIRECTOR's right to resign from employment with the COUNTY.

If the BOARD desires to terminate the DEPUTY DIRECTOR and he is willing to continue to fulfill his duties, the COUNTY will provide (a) written notice at least six (6) months prior to the date of official discharge, (b) a lump sum payment equal to the DEPUTY DIRECTOR's next six (6) month's compensation (including fringe benefits), or (c) a combination of written notice and lump sum payment that when added together meets the six (6) month requirement.

If the DEPUTY DIRECTOR desires to voluntarily resign from employment with Pacific County, he shall furnish written notice of at least sixty (60) days prior to the date he intends to separate from employment with the COUNTY.

If the DEPUTY DIRECTOR is found guilty of a felony, the BOARD may, within its discretion, terminate this AGREEMENT without compensating payment to the DEPUTY DIRECTOR. The BOARD or its agent must personally serve or send by certified mail, return receipt requested, written notice to the DEPUTY DIRECTOR, setting forth with specificity, the grounds for termination at least ten (10) days before the effective termination date. This notice provision does not limit the authority of the BOARD to temporarily suspend the DEPUTY DIRECTOR or to relieve him from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the actions. With the exception of termination as a result of his having been found guilty of a felony, if the BOARD notifies the DEPUTY DIRECTOR of an action to terminate him without compensation, to suspend him, or to relieve him from duty, with or without pay, he may ask for arbitration as set forth in Article XII-DISPUTES, by filing a request in writing with the BOARD within twenty (20) days of being personally served with written notice of the BOARD's action, or within twenty (20) days of the BOARD sending written notice by certified mail, return receipt requested.

VII. 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 portions(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.

VIII. NON-DELEGATION

The services to be furnished under the terms of this AGREEMENT shall be performed by the DEPUTY DIRECTOR personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

IX. LEGAL RELATIONS, INDEMNIFICATION AND INSURANCE

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortuous conduct of the DEPUTY DIRECTOR while performing or in good faith purporting to perform his official duties to the same extent as if he were a private person or corporation. Whenever a claim, action or proceeding for damages is brought against the DEPUTY DIRECTOR, his beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform his official duties, he/they may request the BOARD to authorize the defense of the action or proceeding at the expense of the COUNTY. If the BOARD, or the COUNTY using the evaluation procedure established by Resolution No. 93-128A or its replacement, finds that the acts or omissions of the DEPUTY DIRECTOR were or in good faith purported to be within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment or settlement, including punitive damages, against the DEPUTY DIRECTOR, his beneficiary or heirs, shall be paid on approval of the BOARD or by an approval procedure created by resolution of the BOARD.

If the BOARD and the DEPUTY DIRECTOR disagree as to whether the COUNTY should authorize the defense of an action or proceeding at the COUNTY's expense or whether the COUNTY should pay to settle any claim or resulting monetary judgment arising out of the tortuous conduct of the DEPUTY DIRECTOR while performing or in good faith purporting to perform his official duties, the dispute shall be submitted to arbitration as set forth in Article XIII – DISPUTES.

The COUNTY will maintain continuously for the term of the AGREEMENT, at its own expense, general, automobile, employment liability, and professional liability insurance, or self-insurance on an occurrence policy basis, for the services and activities provided by the DEPUTY DIRECTOR. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

X. SOLICITATION OF CONTRACT

The DEPUTY DIRECTOR warrants that he has not employed or retained any company or person to solicit or secure this contract, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to rescind this contract without further liability.

XI. OWNERSHIP OF DOCUMENTS

The DEPUTY DIRECTOR agrees that all systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this AGREEMENT shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

XII. 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 DEPUTY DIRECTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the DEPUTY DIRECTOR agrees to make them promptly available to the COUNTY. If the DEPUTY DIRECTOR 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 DEPUTY DIRECTOR shall clearly identify any specific information that he 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 DEPUTY DIRECTOR 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 DEPUTY DIRECTOR (a) of the request and (b) of the date that such information will be released to the requester unless the DEPUTY DIRECTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the DEPUTY DIRECTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The DEPUTY DIRECTOR may only use privately owned communication devices (whether telephone, computer or other) for COUNTY business if the records created by that COUNTY business can be accessed by the COUNTY to fulfill public records requests.

XIII. DISPUTES

The parties agree that disputes concerning interpretation of the meaning of any of the terms of this AGREEMENT, scope of the duties to be performed under this AGREEMENT, or other question relating to the performance of the terms of this AGREEMENT shall be subject to arbitration according to the following procedures; however, the parties agree to make reasonable attempts to resolve disputes before moving forward with arbitration:

Either party may initiate arbitration. The initiating party must first provide the other written notice of such setting forth with specificity the nature of the dispute. Within fifteen (15) days of receiving a notice requesting arbitration, each party will choose a selector. The two (2) selectors chosen will, within fifteen (15) days of both being chosen, select a disinterested third person to serve as the arbitrator who is capable, willing and prepared to conduct the hearing and render the written decision within the specified time limits. If the time frames are not met, the Pacific County Superior Court Judge will select the arbitrator. A "day" will be as defined in the County Civil Rules.

The COUNTY agrees to pay for the services of an arbitrator at a rate not to exceed one hundred dollars (\$100) per hour up to a total amount which shall not exceed three thousand dollars (\$3,000). However, if an arbitration proceeding is initiated by the DIRECTOR and the arbitrator determines that the position of the DIRECTOR is frivolous; the DIRECTOR shall pay for

hundred dollars (\$100) per hour up to a total amount which shall not exceed three thousand dollars (\$3,000). However, if an arbitration proceeding is initiated by the DIRECTOR and the arbitrator determines that the position of the DIRECTOR is frivolous; the DIRECTOR shall pay for the arbitration services.

The arbitrator is empowered to determine all issues including employment duties and employment status during the pendency of the arbitration. The arbitrator will be allowed to make temporary decisions regarding the dispute; provided that the arbitrator will conduct a formal hearing to take testimony concerning the dispute before reaching a final decision. The Washington State Rules of Evidence shall not apply, but the parties shall have the opportunity to present relevant evidence, to call witnesses, and to cross examine adverse witnesses.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall decide the dispute by issuing a written decision; otherwise, either party may re-initiate the arbitration process, in which case the present arbitrator will be released from further duty without compensation. The arbitrator's decision will be final and binding upon the parties hereunder and enforceable, if necessary, in a court of law.

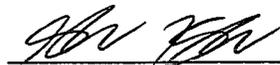
XIV. ATTORNEYS FEES AND COSTS

In the event either party files a lawsuit in any trial or appellate court seeking enforcement of an arbitrator's decision, the filing party, if successful, shall be entitled to costs of suit, court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year so noted.

Department of Community Development
Deputy Director

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



8-10-16

Shawn Humphreys

Date

Frank Wolfe, Chair

SSN: On File

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

APPROVED AS TO FORM:

ATTEST:

Prosecutors Office

WBA #

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:
8/23/16

AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCCA ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

- Review Clerk of the Board
 Risk Mgmt
 Legal Required

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 8-10-16
NARRATIVE OF REQUEST Attached for your consideration is an Intergovernmental Agreement with Pacific County Drainage District #1 for a short term loan of \$50,000. The short term loan is needed to address cash flow related to a special grant funded project to address erosion issues and the threat of salt water intrusion into the cranberry bogs. The loan will be repaid with grant funds. There are several contingencies in the agreement, including receipt of project plans including engineering, securing all permits or proof that permits are not required, and copies of fully executed grant agreements, prior to release of the loan funds. The District does have taxing authority as security for repayment of the loan should the grant funds not be received at the completion of the project.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Resolution # 2016-_____ in the matter of establishing a short term intergovernmental loan from Fund 001 (Current Expense) to Pacific County Drainage District #1 to provide interim cash flow in anticipation of grant revenue, and Intergovernmental Agreement with Pacific County Drainage District # 1 in the amount of \$50,000.	

Name of Contractor: Pacific County Drainage District #1

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Intergovernmental Agreement for Short Term Loan between Pac Co and Pac Co Drainage District #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):
- | | |
|-------------------------------------|--|
| <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: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real
 Telecomm & Data Processing Other (Describe):

To be located at: _____ short term loan agreement

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): \$50,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 001 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? Yes No

SUPPLEMENTAL REQUIRED? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-_____

IN THE MATTER OF ESTABLISHING A SHORT TERM INTERGOVERNMENTAL LOAN FROM FUND 001 (CURRENT EXPENSE) TO PACIFIC COUNTY DRAINAGE DISTRICT #1 TO PROVIDE INTERIM CASH FLOW IN ANTICIPATION OF GRANT REVENUE.

WHEREAS, continued erosion impacting the entire north cove area has resulted in an imminent threat to property, homes, and vital infrastructure such as roads, dikes and drainage systems,

WHEREAS, Pacific County Drainage District #1 provides services to manage drainage issues in the North Cove/Tokeland/Grayland area that can negatively impact private property owners, local infrastructure, and cranberry farms, a major industry in Pacific County, and

WHEREAS, Pacific County Drainage District has secured \$50,000 in grant funds from the Washington State Conservation Commission to address the potential breach of the dike providing protection from salt water intrusion in the cranberry bogs, however the grant funds will not be paid until completion of the project creating a cash flow problem, and

WHEREAS, Pacific County Drainage District #1 has taxing authority to assure repayment of this short term loan should there be a problem with receipt of grant reimbursement, now therefore,

BE IT HEREBY RESOLVED that the Pacific County Board of Commissioners authorizes a short term Intergovernmental Loans from Fund 001 (Current Expense) to Pacific County Drainage District #1 to provide interim cash flow with the following conditions:

- Total loan amount- not to exceed \$50,000; interest will be applied at a rate of 3% per annum.
- Accumulated principal and interest to be paid in full on or before March 31, 2017

BE IT FURTHER RESOLVED that the Treasurer is authorized to transfer said funds to Pacific County Drainage District #1.

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, Chairman

Steve Rogers, Commissioner

ATTEST

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner

INTERGOVERNMENTAL AGREEMENT
For Short Term Loan
Between
PACIFIC COUNTY, WASHINGTON
And
PACIFIC COUNTY DRAINAGE DISTRICT #1

This Intergovernmental Agreement, ("AGREEMENT") is made between Pacific County ("COUNTY"), and Pacific County Drainage District #1, ("DISTRICT").

WHEREAS; the COUNTY's Finance Committee reviewed the request made by the DISTRICT for these loans, and has determined that this investment meets the "prudent person rule", and objectives of the Pacific County Investment Policy;

WHEREAS; due to receipt of grant revenue to address potential breach of the existing dike not being received until the close of the project, the DISTRICT will experience an intermittent cash flow shortage; and

WHEREAS; the DISTRICT has taxing authority to collect funds for repayment of this short term loan from its customers should project costs not be reimbursed by the grant as anticipated; and

WHEREAS; the COUNTY has passed Resolution No. 2016- which authorizes a short term intergovernmental loans for the DISTRICT from COUNTY'S Current Expense Fund 001 which includes 3% annual interest rate;

NOW THEREFORE IT IS HEREBY RESOLVED that the COUNTY authorizes a short term intergovernmental loan from the COUNTY's Current Expense Fund 001 in the following amount:

- An amount not to exceed \$50,000 to be repaid in full (principal + interest) by March 31, 2017, will be paid to the DISTRICT in a one-time transfer to be made by the Treasurer.

This loan is made subject to the following conditions:

- The term of loan will be as indicated above. This AGREEMENT and the performance of the parties hereto shall continue in effect through the 31st day of March, 2017 unless terms of loan are satisfied sooner.
- This loan is subject to the DISTRICT providing the following documentation to the County
 - Plan, design and scope of the entire project approved by an engineer if necessary
 - copy of any required permits from local, state, or federal agencies, or written documentation that permits are not required
 - copies of fully executed grant agreement with Pacific Conservation District and any other grantors funding the project
 - documentation of other funding sources to complete the project.
- The DISTRICT shall pay their loan repayment in one lump sum. The Treasurer will make the loan repayment transfers based on approval by the Manager of the DISTRICT.
- Interest will be applied at a rate of 3% per annum.
- The full faith, credit and resources of the DISTRICT are pledged irrevocably for the full payment of the short term intergovernmental loan until such time that the loan amount is paid in full.

BE IT FURTHER RESOLVED that the Treasurer will provide an invoice to the DISTRICT two months prior to the end date of the loan, and will receive the loan payment to be deposited in Fund 001 (Current Expense).

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

PAC CO DRAINAGE DISTRICT #1

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

David W. Cottrell 8/9/16
(Name) Date

Frank Wolfe, Chair

Chairman, Pacific Co. Drainage Dist. #1
Title

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Date Clerk of the Board

APPROVED AS TO FORM:

Prosecutor's Office

WSBA #



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:
 8/23/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item#: <u>23</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 8/17/2016
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve Certificates of Appreciation to Fair Board member, John Gruginski and local business, Pioneer Grocery to be presented at the County Fair on August 26, 2016</p>	



REQUESTED MEETING DATE:

8/23/2016

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:	DATE: 8/15/2016
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve issuance of Request for Qualifications (RFQ) for Hearings Examiner to conduct administrative or quasi-judicial hearings on regulatory enactments</p>	

Pacific County Request for Qualifications/Proposals

Land Use Hearings Examiner

Pacific County is currently soliciting proposals from qualified individuals or firms interested in serving as the Pacific County Land Use Hearings Examiner.

Background

The County seeks to recruit a Land Use Hearings Examiner to hear certain land use appeals, development proposals, and related matters within the unincorporated areas of Pacific County. Examiners shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them.

The Board of Pacific County Commissioners, may appoint one (1) or more examiners for terms which shall initially expire twelve (12) months following the date of original appointment and one (1) additional year. Such appointments may be by professional service contract. Any Examiner may be removed by the Board for misfeasance, malfeasance, or nonfeasance.

Public hearings and appeal hearings are scheduled on an as-needed basis. Typically an Examiner can expect to hear ten (10) to fifteen (15) cases per year and all hearings are conducted during daytime hours. The Examiner will be required to issue a decision within fourteen (14) calendar days of the close of the record in each hearing.

Scope of Services

In general, Pacific County's Land Use Hearings Examiner holds public hearings and decides matters related to land development such as:

- Oysterville Design Review (decisions based on Oysterville Historic District Guidelines)
- Shoreline Development
- Subdivision platting
- Critical Area and Resource Lands Variances
- Zoning Variances and Special Use Hearings
- Appeals of administrative decisions

Scheduling is by consultation with the Pacific County Department of Community Development. Hearing support services will be provided by Pacific County.

Proposal Requirements

Interested parties are required to submit the following:

- **Letter of interest** – no more than one (1) page in length and include contact information and signature. The letter or attachment to the letter should state all proposed rates and charges.
- **Summary of qualifications, experience, and availability** – this must be no more than four (4) pages in length. It should summarize the applicant's qualifications to be a hearing examiner, his/her relevant experience, and availability to provide services to the County.
- **Method of approach** – one (1) or two (2) page summary of the applicant's approach to providing hearing examiner services.
- **Example of written work** – at least two (2) examples of the applicant's written decisions.
- **Example of Rules of Procedure** – The County's Hearings Examiner is authorized to adopt rules of procedure. The proposal shall include an example of rules of procedure that the Hearings Examiner has previously used.
- **Professional references** – at least two (2) professional references, including phone numbers and contact information.

Process for selection

An interview panel will rate each proponent based on the selection criteria, quality of the interview, and budget. The county will then enter into contract discussions with the top-ranked respondent. If the county is unable to reach a satisfactory agreement with the top-ranked respondent, contract discussions will terminate and the county may select another respondent. The Board of Pacific County Commissioners will have the final authority on contract terms and the selection of the Examiner.

Instructions to Respondents

The deadline for submission of qualifications is 4:00 PM on Friday, September 16, 2016. Submittals received after the deadline will not be considered.

For questions about this RFQ/RFP please contact County Administrative Officer, Kathy Spoor at 360/875-9334.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

REQUESTED MEETING DATE:
8/23/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>26</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 8/17/2016
NARRATIVE OF REQUEST Open Public Hearing Announce the hearing will be conducted in accordance with County Process Ordinance No. 177; Section 7 Type IV-Legislative Decisions; 4) Public Hearing d) If the Planning Commission has conducted a hearing, the Board of County Commissioners shall conduct a closed record hearing. At the conclusion of the hearing, the Board of Pacific County Commissioners may adopt, modify, or reject the proposed Ordinance, or may take other appropriate action.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) 	