

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

**Regular Meeting  
Tuesday, May 13, 2014  
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 BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS**

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

### **CONSENT AGENDA (A-B)**

- A. Rainbow Valley Landfill Voucher:  
City of Raymond: \$4,330.00  
PUD No. 2: \$81.13  
Royal Heights Transfer Station, Inc: \$5,533.92
- B. Confirm Pacific County Health Administrative Officer's update of Delegation of Enforcement Authority in accordance with Chapter 70.05.045 RCW.

### **ADJOURNMENT**

*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.*

2014-15

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

CITY OF RAYMOND  
230 2<sup>ND</sup> STREET  
RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	4/11/14	LEACHATE TREATMENT	660	000	537	10	41	\$4330.00

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


PRES.
4/17/14  
 Signature Title Date

Reviewed by:  

April 18 '14  
 Faith Taylor, Director Date  
 Department of Community Development

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

\_\_\_\_\_ Date  
 Chairman, Pacific County Board of Health

RECEIVED  
PACIFIC COUNTY

APR 21 2014

OFFICE ADMINISTRATION  
BOARD OF COMMISSIONERS



# CITY OF RAYMOND

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

Invoice No.

103

## INVOICE

### Customer

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

Date 4/11/2014  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL MARCH 2014	\$4,320.00	\$4,320.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

### Payment Details

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$4,330.00
Shipping & Handling	
Taxes State	\$0.00
<b>TOTAL</b>	<b>\$4,330.00</b>

Office Use Only

THANK YOU FOR YOUR BUSINESS!

RECEIVED  
PACIFIC COUNTY

APR 21 2014

REGISTRATION  
OFFICERS





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

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

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

Account Number 19983 Page 1 of 1

Statement Date 04/24/2014

**Billing Summary**

Previous Balance	77.62	pd 4/24
No Payments Received	0.00	
Past Due Balance - Due Now	77.62	
Current Charges Due By 05/21/14	81.13	
<b>Total Due</b>	<b>158.75</b>	

**Messages**

Due Date does not pertain to Balance Forward amount.



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

<b>Meter Reading Details</b>	<b>Meter A34390</b>	
Current KWH Reading	04/20/14	76300
Previous KWH Reading	03/18/14	75480
Total KWH Usage		820
Days Served	33	

<b>Detail of Charges</b>	
820 kWh x 0.071200	58.38
Power Cost Adj @ 3%	1.75
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>81.13</b>

MO	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14
Usage	417	265	202	146	142	131	322	290	470	847	528	772	820
Avg/Day	13	9	7	4	5	4	11	10	17	25	17	29	25

**Return This Portion With Your Payment**

PLEASE INDICATE CHANGE OF ADDRESS HERE:

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

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

**YOUR SERVICE IS SUBJECT TO DISCONNECTION IF CURRENT CHARGES ARE NOT PAID BY THE DUE DATE**

Account Number	19983
Due Date	05/21/2014
Amount Due	158.75
Warm Heart Donation	
Amount Paid	<small>ONLY IF DIFFERENT THAN AMOUNT DUE</small>

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



2014-17

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

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

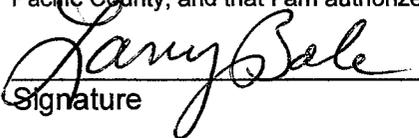
Vendor #	Date
Reference No. 2	Purchase Order Number

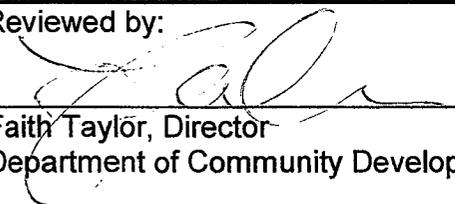
Instructions:

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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
4698	5/4/14	LEACHATE TRANSPORTATION	660	000	537	10	41	5533.92

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


PRES.
5/5/14  
 Signature Title Date

Reviewed by:   
 Faith Taylor, Director Date May 6 '14  
 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

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

**Invoice**

DATE	INVOICE #
5/4/2014	4698

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
5/14/2014

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
4/30/2014	432,000	Gallons - Wastewater Hauling (LEACHATE) @ \$12.81/1000	5,533.92

**Balance Due**

\$5,533.92

Date	<u>loads</u>		
4/1/2014	4		
2	2		
3	2		
4	3		
5	2		
6	2		
7	3		
8	3		
9	1		
10	2		
11	3		
12	1		
13			
14	3		
15	2		
16	2		
17	2		
18	4		
19	2		
20	2		
21	3		
22	3		
23	3		
24	4		
25	5		
26	3		
27	2		
28	4		
29	2		
30	2		
	<b>72</b>		
	<i>total gallons</i>		<b>432000</b>
		<b>TOTAL</b>	<b>\$5,533.92</b>



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

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

**REQUESTED MEETING DATE:**

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

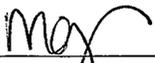
OTHER: \_\_\_\_\_

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Board of Health
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 4/25/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Pacific County Health Administrative Officer's update of Delegation of Enforcement Authority in accordance with Chapter 70.05.045 RCW	



# Pacific County GENERAL ADMINISTRATION

Kathy Spoor, County Administrative Officer

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## MEMORANDUM

DATE: April 25, 2014

TO: Faith Taylor-Eldred, Director, Department of Community Development

FROM: Kathy Spoor, CAO

RE: Update of Delegation of Enforcement Authority

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As the Pacific County Health Administrative Officer appointed as per RCW 70.05.045, I hereby delegate the following enforcement authority for Environmental Health/Code Enforcement in DCD as follows:

Robert Hazen and Will Hamlin: Code Enforcement Officer/Building Inspector  
BOH Ordinance No. 2, including any amendments thereto  
BOH Ordinance No. 4, including any amendments thereto

Shawn Humphreys, Environmental Health Specialist  
BOH Ordinance No. 2, including any amendments thereto  
BOH Ordinance No. 3, including any amendments thereto  
BOH Ordinance No. 4, including any amendments thereto  
BOH Ordinance No. 7, including any amendments thereto  
BOH Ordinance No. 8, including any amendments thereto

Megan McNelly, Environmental Health Specialist  
BOH Ordinance No. 2, including any amendments thereto  
BOH Ordinance No. 4, including any amendments thereto  
BOH Ordinance No. 5, including any amendments thereto  
BOH Ordinance No. 6, including any amendments thereto  
BOH Ordinance No. 7, including any amendments thereto  
BOH Ordinance No. 8, including any amendments thereto

Faith Taylor-Eldred, DCD Director, Tim Crose, DCD Assistant Director  
BOH Ordinance Nos. 1-8, including any amendments thereto

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

**Tuesday, May 13, 2014  
9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

- 12:00 PM Joint (Elected/Appointed) Management Meeting (Elections Room)
- 6:00 PM Community Forum (FD #1 Fire Hall, Ocean Park)

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

- 10:00 AM Public Hearing- Bannish/Friese Timberland Application
- 10:00 AM Public Hearing- Fiscal Year 2014 Budget Supplements

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**Call to Order**

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

**ITEMS REGARDING GENERAL BUSINESS**

- 1) Consider adoption of Proclamation declaring the week of May 18-24, 2014, as Emergency Medical Services Week; theme- EMS Dedicated. For Life

**CONSENT AGENDA (Items 2-13)**

**Department of Public Works**

- 2) Approve to release Performance Bond No. 58708771 from Coral Construction Company
- 3) Approve continuation of the Sierra Pacific Industries Road Haul Permit No. 2014-10 for hauling on Mill Creek, Camp One and Rue Creek Roads
- 4) Approve continuation of the Longview (Columbia) Timber Road Haul Permit No. 2014-7 for hauling on various roads in Chinook and Naselle
- 5) Approve the continuation of the Port Blakely Tree Farms Road Haul Permit No. 2014-4 for hauling on North River Road
- 6) Approval of the continuation of the Hampton Affiliates Road Haul Permit No. 2014-5 of Surety Rider No. 929379236 for hauling on various county roads

*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.*

**Flood Control Zone District #1 (Board of Supervisors)**

- 7) Approve Perpetual Non-Exclusive Stormwater Easement for Carol Hall, Diane Prater, and Michael & Brenda Weber regarding the Side Snyder Tarlett Stormwater Improvement Project

**Department of Community Development**

- 8) Approve Amendment #2 to Lead Entity Grant #13-1377 with Recreation and Conservation Office

**Department of Health & Human Services**

- 9) Approve Amendment #14 to Consolidated Contract #C16896 with State of WA Department of Health; authorize Chair to sign

**Risk Management**

- 10) Acknowledge receipt of Claim for Damages #2014-04-002; approve denial of the claim

**Boards and Commissions**

- 11) Approve the reappointment of David Bale and Paul Waldref to the Noxious Weed Control Board

**General Business**

- 12) Approve payroll for April 2014; total number of employees: 187; total Payroll Amount: \$760,117.63
- 13) Approve Vendor Claims:  
Warrants Numbered 121860 thru 121957 for \$231,122.54  
Warrants Numbered 121958 thru 122017 for \$146,639.60

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 14) Presentation of Certificate of Good Practice for 2013
- 15) Consider approval of request to “piggyback” on Grays Harbor County contract with Stripe Rite for roadway striping
- 16) Acknowledge the resignation of Lloyd Houk, effective April 23, 2014; consider approval of request to advertisement for vacant Senior Engineer Tech position
- 17) Consider adoption of Resolution 2014-\_\_\_\_\_ pertaining to County Road Project 1636; consider approval of the Rural Arterial Program Agreement for the Rue Creek Road Improvement Project with the County Road Administration Board
- 18) Consider adoption of Resolution 2014-\_\_\_\_\_ pertaining to County Road Project 1628A; authorize Call for Bids regarding the Sandridge Road Resurface Project

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**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 19) Consider approval of request for repairs to the Household Hazardous Waste Facility roof
- 20) Consider approval of the hire of Kristina Seif, Environmental Health Specialist, Grade 13 Step 1
- 21) Consider approval of request to purchase vehicle for Code Enforcement

**ITEMS REGARDING DEPARTMENT OF HEALTH**

- 22) Consider approval of temporary request for increase of Brandi Keightley, Administrative Asst. II from 0.8 FTE to 1.0 FTE, effective May 15, 2014

**ITEMS REGARDING SHERIFF'S OFFICE**

- 23) Accept the resignation of Melaine Mero, Telecommunicator, effective March 31, 2014
- 24) Consider approval of Master Services Agreement with Relias Learning, LLC for eLearning Services pertaining to compliance with the Prison Rape Elimination Act (PREA)
- 25) Consider approval of Contract for Payment of Retirement Contribution with Sheriff's Office Employee
- 26) Consider approval of request to pay for Combined Transport, Inc. for transport of military vehicle

**ITEMS REGARDING JUVENILE COURT SERVICES**

- 27) Consider approval of Functional Family Therapy Agreement with Nelita Wallingford

**ITEMS REGARDING BOARDS & COMMISSIONS**

- 28) Confirm resignation of Amy Dennis from Lodging Tax Advisory Committee representing "Involved in Activity"-user position
- 29) Approve the reappointment of Maiko Minami to a two year term on the Timberland Regional Support Network Advisory Board, effective immediately

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

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**ITEMS REGARDING GENERAL BUSINESS**

- 30) Consider approval of request from Tokeland-North Cove Chamber of Commerce to host their annual Independence Day Parade to be held on July 5, 2014
- 31) Consider approval of Pacific County's 10-Year Plan to Reduce Homelessness
- 32) Consider approval of the Technical Support Agreement from Efficiency, Inc. effective June 22, 2014 thru June 21, 2015
- 33) Consider adoption of Resolution 2014-\_\_\_\_\_ pertaining to amendments to the fy2014 budget by appropriations transfer
- 34) Consider approval of the Special Event Application from Chris Eichler to hold a "Tool Sale Event" in Seaview on May 22, 2014
- 35) Consider approval of Contract for Services with the Port of Willapa Harbor for the Tokeland Marina Redevelopment Project

**EXECUTIVE SESSION**

- 36) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.11

**PUBLIC HEARINGS – 10:00AM**

- 37) Bannish/Friese Timber Land Application  
Fiscal Year 2014 Budget Supplements

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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

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

**REQUESTED MEETING DATE:**

5/13/2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office DIVISION (if applicable): Proclamation

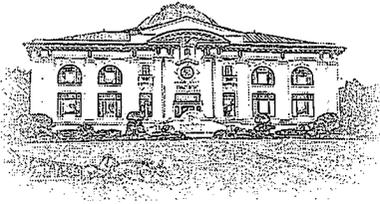
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board PHONE / EXT: \_\_\_\_\_

SIGNATURE:  DATE: 4/9/2014

NARRATIVE OF REQUEST

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

Adopt Proclamation declaring the week of May 18-24, 2014, as EMERGENCY MEDICAL SERVICES WEEK with the theme, EMS: Dedicated. For Life. and encourage the community to observe this week with appropriate programs, ceremonies and activities



# Pacific County COMMISSIONERS

---

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

## PROCLAMATION

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**NOW THEREFORE**, we the Board of Pacific County Commissioners in recognition of this event do hereby proclaim the week of May 18-24, 2014, as

### EMERGENCY MEDICAL SERVICES WEEK

With the theme, **EMS: Dedicated. For Life.** we encourage the community to observe this week with appropriate programs, ceremonies and activities.

DATED this 13<sup>th</sup> day of May 2014.

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Frank Wolfe, Commissioner

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

ATTEST:

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



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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:     APPROVED                       DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

Review:     Clerk of the Board  
 Risk Management  
 Legal

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5-01-14
NARRATIVE OF REQUEST	
<p>The appropriate releases have been received from the Department of Labor and Industries, Department of Revenue and Employment Security for Coral Construction Company for the Pacific County Safety Guardrail Project.</p> <p>Please release to the Department of Public Works the Performance Bond No. 58708771 as accepted in the October 22, 2013 meeting. The bond will be held until the warranty period expires.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**REQUESTED MEETING DATE:**

May 13, 2014

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_ Review:  Clerk of the Board

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

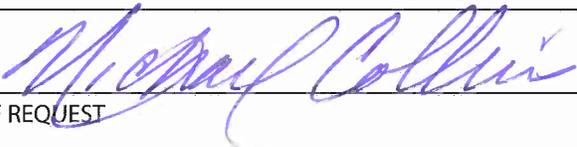
OTHER: \_\_\_\_\_  Legal

DISTRIBUTION LIST:

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 4-29-14
NARRATIVE OF REQUEST	
Sierra Pacific Industries submitted Road Haul Permit No. 2014-10 for hauling on Mill Creek, Camp One and Rue Creek Roads and have requested continuation of the \$17,500 cash bond they submitted for the 2008/09/10/11/12/13 seasons. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

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

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-29-14
NARRATIVE OF REQUEST	
<p>Longview (Columbia) Timber has submitted Road Haul Permit No. 2014-7 for hauling on various roads in Chinook and Naselle. They have requested extension of their \$4,200 cash bond for this haul. Please approve the extension of the bond for the 2014 haul season, the bond is on file with DPW Accounting.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

**REQUESTED MEETING DATE:**  
 May 13, 2014

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

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

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE:
NARRATIVE OF REQUEST	
<p>Port Blakely Tree Farms submitted Road Haul Agreement No. 2014-4 for hauling on North River Road. They have a bond in the amount of \$5,825 they have requested to continue to the 2014 hauling season. This bond is on file with DPW Accounting. Please approve continuation of the bond.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

BOCC ACTION:     APPROVED             DENIED

Agenda Item #: \_\_\_\_\_

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:     Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE: 4-29-14
NARRATIVE OF REQUEST	
<p>Hampton Affiliates have submitted Road Haul Permit No. 2014-5 for hauling on various county roads. They have requested continuation of Surety Rider No. 929379236 in the amount of \$20,000 for this haul. Please approve this continuation, the original Rider is on file with DPW Accounting.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

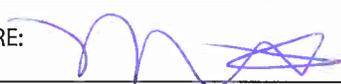
OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE:
NARRATIVE OF REQUEST	
Attached is acceptance by the Board of Supervisors for Flood Control Zone District No.1 is a Perpetual Non-Exclusive Stormwater Easement for Carol-Hall for the Sid Snyder Tarlett Stormwater improvement Project. Upon acceptance the Easement will be recorded with the Pacific County Auditor	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Return to:

Pacific County Department of Public Works  
PO Box 66  
South Bend, WA 98586

### **PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT**

The undersigned, **CAROL HALL**, does hereby convey and grant as a gift to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", a perpetual non-exclusive stormwater system easement twenty feet (20') wide along the existing ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

A perpetual non-exclusive stormwater system easement located on Tax Lot 298 in Section 16, Township 10 North, Range 11 West, W.M., Pacific County, Washington, known as Parcel No. 10111643298 as recorded under Auditor Fee No. 3037160 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

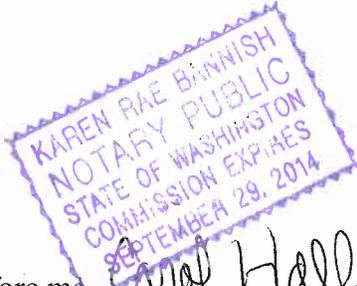
1. GRANTEE, its agents, independent contractors, and invitees shall use the easement for installation, maintenance and repair of a stormwater conveyance system therein.
2. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.
3. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.
4. GRANTOR reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall not construct or maintain any building, structure or improvement which would interfere with the rights herein described.

5. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the easement.

IN WITNESS WHEREOF the undersigned has executed this instrument this 06 day of May, 20 14.

Carol Hall  
CAROL HALL

STATE OF WASHINGTON )(   
 COUNTY OF PACIFIC )(



On this day personally appeared before me Carol Hall known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of May, 20 14.

Karen Rae Bannish  
Notary Public in and for the State of Washington  
Residing at Merid, WA  
Commission Expires 09/29/2014



### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

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

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-29-14
NARRATIVE OF REQUEST	
Attached is acceptance by the Board of Supervisors for Flood Control Zone District No.1 is a Perpetual Non-Exclusive Stormwater Easement from Diane C Prater for the Sid Snyder Tarlett Stormwater Improvement Project. Upon acceptance the Easement will be recorded with the Pacific County Auditor.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Return to:

Pacific County Department of Public Works  
PO Box 66  
South Bend, WA 98586

### **PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT**

The undersigned, **DIANE C. PRATER**, does hereby convey and grant to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", a perpetual non-exclusive stormwater system easement twenty feet (20') wide along the existing ditch for the purpose of include; installation of pipe and future maintenance to include, vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

A perpetual non-exclusive stormwater system easement located on Tax Lot 182 in Section 16, Township 10 North, Range 11West, W.M., Pacific County, Washington, known as Parcel No. 10111642182 as recorded under Auditor Fee No. 8710168 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

1. GRANTEE, its agents, independent contractors, and invitees shall use the easement for installation, maintenance and repair of a stormwater conveyance system therein.
2. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.
3. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.
4. GRANTOR reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall no construct or maintain any building, structure or improvement which would interfere with the rights herein described.

5. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the easement.

IN WITNESS WHEREOF the undersigned has executed this instrument this 12<sup>th</sup> day of March, 20 14.

Diane C. Prater  
DIANE C. PRATER

STATE OF WASHINGTON )(   
COUNTY OF PACIFIC )(

On this day personally appeared before me Diane Prater known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 12<sup>th</sup> day of March, 20 14.



L. L. Price  
Notary Public in and for the State of Washington  
Residing at Long Beach  
Commission Expires 11/29/14



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

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

Risk Management

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

Legal

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-22-14
NARRATIVE OF REQUEST	
Attached is acceptance by the Board of Supervisors for Flood Control Zone District No.1 is a Perpetual Non-Exclusive Stormwater Easement from Michael W & Brenda Ann Weber for the Sid Snyder Tarlett Stormwater Improvement Project. Upon acceptance the Easement will be recorded with the Pacific County Auditor.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Return to:

Pacific County Department of Public Works  
PO Box 66  
South Bend, WA 98586

### **PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT**

The undersigned, **MICHAEL W. & BRENDA ANN WEBER** does hereby convey and grant to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", a perpetual non-exclusive stormwater system easement twenty feet (20') wide along the existing ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

A perpetual non-exclusive stormwater system easement located on Tax Lot 254 in Section 16, Township 10 North, Range 11West, W.M., Pacific County, Washington, known as Parcel No. 10111642254 as recorded under Auditor Fee No. 3063517 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

1. GRANTEE, its agents, independent contractors, and invitees shall use the easement for installation, maintenance and repair of a stormwater conveyance system therein.
2. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.
3. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.
4. GRANTOR reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall no construct or maintain any building, structure or improvement which would interfere with the rights herein described.

5. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the easement.

IN WITNESS WHEREOF the undersigned has executed this instrument this 16 day of April, 20 14.

Michael W. Weber  
MICHAEL W. WEBER

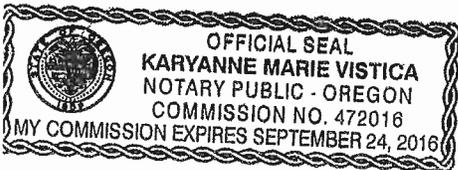
Brenda Ann Weber  
BRENDA ANN WEBER

STATE OF WASHINGTON )(  
COUNTY OF PACIFIC )(

On this day personally appeared before me Michael W Weber and Brenda Ann Weber known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of April, 20 14.

[Signature]  
Notary Public in and for the State of Washington. Oregon  
Residing at Oregon  
Commission Expires 9/24/2016





### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

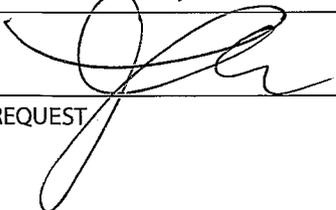
OTHER: \_\_\_\_\_

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: May 6 '14
NARRATIVE OF REQUEST	
<p>The Recreation and Conservation Office has amended Lead Entity Grant #13-1377 to extend the length of the agreement for an additional year. The contract will now terminate June 30, 2015. This work is performed through an interlocal agreement with Pacific Conservation District. The interlocal agreement has also been amended to reflect the contract extension with Recreation and Conservation.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Recreation and Conservation

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Lead Entity

Contract/Agreement/Grant/Amendment #: 13-1377

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

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

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH: \_\_\_\_\_

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS: \_\_\_\_\_

## Amendment to Project Agreement

Project Sponsor: Pacific County  
Project Title: Pacific County LE

Project Number: 13-1377 P  
Amendment Number: 2

### Amendment Type:

Time Extension

### Amendment Description:

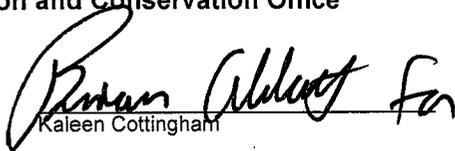
Pursuant to a request from Pacific County the Project Agreement identified above is amended to extend the end date of this agreement.

### Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington  
Recreation and Conservation Office

BY:

  
Kaleen Cottingham

TITLE: Director

DATE:

4/24/2014

Pre-approved as to form:

By:

/S/

Assistant Attorney General

# Amendment Special Conditions

**Project Sponsor:** Pacific County  
**Project Title:** Pacific County LE

**Project Number:** 13-1377 P  
**Amendment Number:** 2

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## Special Conditions

None

# Amendment Special Conditions

**Project Sponsor:** Pacific County  
**Project Title:** Pacific County LE

**Project Number:** 13-1377 P  
**Amendment Number:** 2

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## Special Conditions

None

## Amendment Milestone Report

**Project Number:** 13-1377 P  
**Project Name:** Pacific County LE  
**Sponsor:** Pacific County of  
**IAC Project Manager:** Lloyd Moody

**Amendment Number:** 2

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2013	
X	!	Progress Report Submitted	10/31/2013	
	!	Progress Report Submitted	04/15/2014	
	!	Progress Report Submitted	10/31/2014	
	!	Progress Report Submitted	04/15/2015	
	!	Agreement End Date	06/30/2015	
		Final Billing to RCO	07/31/2015	

**X = Milestone Complete**

**! = Critical Milestone**

## Amendment Milestone Report

**Project Number:** 13-1377 P  
**Project Name:** Pacific County LE  
**Sponsor:** Pacific County of  
**IAC Project Manager:** Lloyd Moody

**Amendment Number:** 2

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2013	
X	!	Progress Report Submitted	10/31/2013	
	!	Progress Report Submitted	04/15/2014	
	!	Progress Report Submitted	10/31/2014	
	!	Progress Report Submitted	04/15/2015	
	!	Agreement End Date	06/30/2015	
		Final Billing to RCO	07/31/2015	

**X = Milestone Complete**

**! = Critical Milestone**

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office. P.O. Box 40917 Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

Sponsor
Pacific County DCD Finance Dept PO Box 68 South Bend, WA 98586

BY \_\_\_\_\_

(TITLE)

(DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor							
Project Number	13-1377 P	Billing #	6	From:	Billing Period	To:	This is a Final Billing?
Project Name	Pacific County LE						Yes [ ] No [ ]
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditure	Non-Reimbursable Amount	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Non-Capital Costs		\$48,690.88	\$0.00	\$48,690.88			
Equipment		\$0.00	\$0.00	\$0.00			
Non-Capital Total	\$57,500.00	\$48,690.88	\$0.00	\$48,690.88			
	\$57,500.00	\$48,690.88	\$0.00	\$48,690.88			

FUNDING & EXPENDITURE FORMULA  
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements				
Sponsor:			Total Billed	\$48,690.88			
RCO Federal:			Share Billed	\$48,690.88			
RCO: SALMON-LE FED	74.76348%	\$42,989.00	Share Approved	\$48,690.88	84.67%		
RCO: SALMON-LE ST	25.23652%	\$14,511.00	Advance Balance	\$0.00			
			Match Owed Balance	\$0.00			
			Share Retained	\$0.00			
			Share Paid	\$48,690.88	84.67%		
Agreement Total:	100.00000%	\$57,500.00	Match Bank	\$0.00			
Doc.Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message		
			0041	SWV0007195-00	13-1377 P		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	001	011	10407	NZ	0041		6
210	001	P21	10405	NZ	0041		6

Certification For Payment

Project Manager/Date	Accounting/Date
----------------------	-----------------

**INTERAGENCY AGREEMENT**  
Between Pacific County  
and the  
Pacific Conservation District  
**LEAD ENTITY**  
**Amendment #2**

WHEREAS, the interagency agreement between Pacific County and the Pacific Conservation District, effective the 1<sup>st</sup> of July, 2013, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, the Pacific Conservation District has made significant progress in providing the contractual services and products identified within the Agreement, and has, due to good management of resources, performed required tasks; and

WHEREAS, the amendment to the Interagency Agreement will enhance the services provided to the County, to the betterment of the residents of Pacific County;

NOW, THEREFORE, the following Amendment shall replace Section 3. Term/Termination of the original Agreement:

3. **TERM/TERMINATION:** This Agreement shall be effective July 1, 2013, and shall terminate automatically on June 30, 2015, unless extended by mutual agreement. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.

All other terms and conditions within the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed  
This \_\_\_\_ day of \_\_\_\_\_ 2014.

Signature block on next page.

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

**Board of County Commissioners**

**Pacific Conservation District**

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**Steve Rogers, Chair**



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**Lisa Ayers, Commissioner**

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**Frank Wolfe, Commissioner**

**ATTEST:**

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**Marie Guernsey, Clerk of the Board**

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**David Burke, Prosecuting Attorney**



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

**REQUESTED MEETING DATE:**  
May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:     APPROVED                       DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:     Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 5-6-14
NARRATIVE OF REQUEST	
<p>Request the Board of Commissioners approve and sign the Amendment #14 to the Pacific County Public Health and Human Services Department 2012-2014 Consolidated Contract, Contract number C16896. This amendment has an overall increase of \$61,021.00. This amount is included in our adopted 2014 Budget. Part of this increase is replacing the Snap Ed Nutrition program funding that was decreased due to the federal shutdown in 2013. It also includes training funds for Emergency Preparedness.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Department of Health

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Pacific County Health and Human Services Department 2012-2014 Consolidated Contract

Contract/Agreement/Grant/Amendment #: 14

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

As funding is added to the Consolidated Contract these Amendments are sent out for approval.

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 118 .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:

**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT  
2012 – 2014 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: C16896**

**AMENDMENT NUMBER: 14**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
  - Adds Statements of Work for the following programs:
  - Amends Statements of Work for the following programs:
    - Public Health Emergency Preparedness & Response (PHEPR) - Effective July 1, 2013
    - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2013
  - Deletes Statements of Work for the following programs:
  
2. Exhibit B-14 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-13 Allocations as follows:
  - Increase of \$61,021 for a revised maximum consideration of \$1,386,022.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
  
3. Exhibit C-8 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-7.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

PACIFIC COUNTY HEALTH & HUMAN SERVICES  
DEPARTMENT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY  
Assistant Attorney General

2012-2014 CONSOLIDATED CONTRACT  
EXHIBIT A  
STATEMENTS OF WORK  
TABLE OF CONTENTS

DOH Program Name or Title: Public Health Emergency Preparedness & Response (PHEPR) - Effective July 1, 2013..... 3  
DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education - Effective October 1, 2013 ..... 7

Exhibit A  
Statement of Work  
Contract Term: 2012-2014

Local Health Jurisdiction Name: Pacific County Health & Human Services  
Department  
Contract Number: C16896

DOH Program Name or Title: Public Health Emergency Preparedness & Response  
(PHEPR) - Effective July 1, 2013

SOW Type: Revision  
Revision # (for this SOW) 2  
Period of Performance: July 1, 2013 through June 30, 2014

Funding Source	Federal Compliance (if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input type="checkbox"/> ARRA (Recovery Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Statement of Work Purpose: The purpose of this statement of work is to establish the funding and tasks for the Public Health Emergency Preparedness and Response program for the 2013 - 2014 grant period.

Revision Purpose: The purpose of this revision is to add funding to allow the LHJ to provide preparedness training and educational opportunities to staff and partners.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY13 PHEPR LHJ FUNDING	93.069	333.93.06	18101430	07/01/13 06/30/14	82,417	0	82,417
FFY13 PHEPR HC SYSTEMS - PREP	93.889	333.93.88	61301101	07/01/13 06/30/14	0	3,500	3,500
<b>TOTALS</b>					<b>82,417</b>	<b>3,500</b>	<b>85,917</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>FFY13 PHEPR HC SYSTEMS - PREP (HPP)</b>					
HPP 1	Provide preparedness training and educational opportunities to staff and partners.		Submit year-end progress report summarizing activities.	06/30/14	Reimbursement for costs, not to exceed total funding consideration amount.
<b>FFY13 PHEPR LHJ FUNDING (PHEP)</b>					
Admin 1	Complete the reporting templates to comply with federal grant requirements (e.g., performance measures, gap analysis, etc.)		Submit completed templates.	As required	Reimbursement for costs, not to exceed total funding consideration amount.
Admin 2	Develop work plan for the 2014-2015 grant cycle.		Submit completed work plan.	03/14/14	
Admin 3	Complete mid-year and end-of-year reporting.		Submit completed reporting templates.	12/20/13 and 06/30/14	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Admin 4	Attend quarterly meetings in Olympia for the Health Care Coalition and the Hospital Coalition. (Health Officer attends the Hospital Coalition/Director attends the Health Care Coalition)		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
Admin 5	Designate Local Emergency Response Coordinator (LERC).		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
1.1	Arrange a set of meetings to continue working on the development of public health, mental/behavioral health, and medical care system to support recovery after an incident.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
1.2	Reengage with the Red Cross, adult assisted living centers, home health providers, dialysis care center and the emergency management along with the mental health providers and the two new inpatient chemical dependency group programs in the south county to discuss care during and after an incident.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
1.3	Perform risk assessment of who is involved in care of at risk adults: i.e. visiting nurse program, assisted living centers, and nursing homes in the north county. Engage those providers in a meeting to discuss response in an emergency.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
1.4	Renew Memoranda of Understandings (MOUs) with each identified evacuation site and perform an onsite walkthrough using identified assessment tool.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
4.1	Participate in regular testing of the local health jurisdiction (LHJ) 24/7 phone contact system and testing of communication equipment.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
4.2	Maintain staff's ability to be available for 24/7 call.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
4.3	Maintain and update as needed a list of staff on call 24/7 that are able to receive and send emergency notifications, alerts, and notifiable conditions reporting and communication. The list should include the contact person, title, current phone number and email address.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4.4	Continue training in risk communication skills with health department staff.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
4.5	Deputy Director to complete Incident Command System (ICS) courses 200,300, 400, and 800 along with training on National Incident Management System (NIMS) Compliance.			*Please see reporting template for specific due dates.	
4.6	Conduct a table-top exercise developed to use the communication skills learned in training.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
4.7	Have all public health staff practice basics of the Incident Command System (ICS) at least annually in either a table-top or Emergency Operations Center (EOC) quarterly exercises.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
9.1	Complete the TAR self-assessment for Pacific County.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 6/30/14	
10.1	Review and update Alternate Care Facility (ACF) Plan as needed.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
10.2	Review hospitals Medical Surge Plans and learn what is included in each plan.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
10.3	Review hospitals Medical Surge Plans to determine resource conflicts, where they are, how to make the decision as to where the staff would report to, know what the plans are and determine where the need is.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
10.4	Conduct Medical Reserve Corp (MRC) training to assist with medical surge needs.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	
13.1	Participate in Department of Health (DOH) Integrated surveys regarding systems and surveillance data as requested.		Submit mid-year and year-end progress reports summarizing activities.	12/20/13 and 06/30/14	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

**Special Requirements:**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on <http://USASpending.gov> by DOH as required by P.L. 109-282.

**DOH Program Contact**

Brad Halstead, Finance Analyst  
Department of Health  
PO Box 47890, Olympia, WA 98504-7890  
[brad.halstead@doh.wa.gov](mailto:brad.halstead@doh.wa.gov)  
PHEPR Deliverable Submission: [concondeliverables@doh.wa.gov](mailto:concondeliverables@doh.wa.gov)  
360-236-4054

Exhibit A  
Statement of Work  
Contract Term: 2012-2014

Local Health Jurisdiction Name: Pacific County Health & Human Services Department  
Contract Number: C16896

DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education - Effective October 1, 2013

SOW Type: Revision Revision # (for this SOW) 3

Period of Performance: October 1, 2013 through September 30, 2014

**Statement of Work Purpose:** The purpose of this statement of work is to provide Supplemental Nutrition Assistance Program - Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP (Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidance system.

**Revision Purpose:** The purpose of this revision is to increase FFY14 funds.

<b>Funding Source</b>	<b>Federal Compliance (if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input type="checkbox"/> ARRA (Recovery Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)	Current Consideration	Change Increase (+)	Total Consideration
FFY14 DSHS SNAP-Ed IAR	10.561	333.10.56	76430940	11/01/13 09/30/14	26,548	57,521	84,069
FFY13 CARRYFORWARD DSHS SNAP ED IAR	10.561	333.10.56	76430931	10/14/13 06/30/14	8,849	0	8,849
<b>TOTALS</b>					<b>35,397</b>	<b>57,521</b>	<b>92,918</b>

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.0	For SNAP-Ed, the LHJ will perform work as described in the SNAP-Ed Work Plan submitted to DOH and approved by DOH, Department of Social and Health Services (DSHS) and United States Department of Agriculture (USDA) in September 2013, which is incorporated herein by reference.		1. Target audiences reached. 2. Project activities completed 3. Evaluation measures completed	For the Period: 10/01/13-09/30/14 Due: 09/30/14	Reimbursement upon receipt and approval of deliverables for the funding period will not exceed <del>\$35,397</del> \$92,918. LHJ will be paid the allowable costs incurred based on Budget. See Special Billing Requirements Section.

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.1	<p><b>Submit Quarterly Progress Reports</b> Report data to be collected:</p> <ol style="list-style-type: none"> <li>1. Audience served by race/ethnicity, sex, SNAP eligibility, and age</li> <li>2. Setting type and project activity details</li> <li>3. Key nutrition messages delivered</li> <li>4. Formative, processes and outcome evaluation results to date</li> <li>5. Achievements, challenges, changes</li> <li>6. Success stories</li> <li>7. Other</li> </ol>		Using the electronic means and forms provided by DOH to summarize the work aforementioned in the SNAP-Ed work plans for quarter reports.	Quarterly Reports due for the period October 1, 2013 – September 30, 2014: 1 <sup>st</sup> quarter due 01/30/14 2 <sup>nd</sup> quarter due 04/30/14 3 <sup>rd</sup> quarter due 07/30/14 4 <sup>th</sup> quarter due 10/15/14	See payment information as referenced in task number 1.0
1.2	<p><b>Submit Timely Invoice Vouchers</b></p>		<p>Prepare and submit invoice vouchers monthly (**or with pre-approval by DOH contract manager, every two months maximum) using the A19-1A specific to SNAP-Ed. (This document will be sent to all contractors prior to October 2013.)</p> <p>Documentation of all costs incurred shall be accompanied by an agency financial system summary-level report supporting the costs to be reviewed by SNAP-Ed Contract Manager before approval of payment.</p> <p><b>NOTE: In FFY14 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval.</b></p>	<p><b>Monthly:</b> due no later than 30 days after the end of the preceding month (e.g. October A19 invoice submitted no later than November 30, and so on.)</p> <p><b>**If, and only if, LHJ has been pre-approved to bill on a 2-month billing cycle, A19 invoices must be received by DOH no later than dates listed below:</b> Oct &amp; Nov due: 12/31/13 Dec &amp; Jan due: 02/28/14 Feb &amp; Mar due: 04/30/14 Apr &amp; May due: 06/30/14 Jun &amp; Jul due: 08/31/14 Aug &amp; Sept due: 10/30/14</p>	See payment information as referenced in task number 1.0

**\*For Information Only:** Funding is not tied to the 2006 revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other revised Standards/Measures that may apply, may be found at: <http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

**Program Specific Requirements/Narrative**

**Special Requirements:****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on <http://USASpending.gov> by DOH as required by P.L. 109-282.

**Program Manual, Handbook, Policy References**

Supplemental Nutrition Assistance Program Education Guidance for FY14

Nutrition Education and Obesity Prevention Grant Program <http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf>

**Assurances / Certifications**

The local governmental agency is fiscally responsible for nutrition education activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs. Nutrition education activities are conducted exclusively for the benefit of Supplemental Nutrition Assistance Program participants, applicants, and those eligible.

Program activities are conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues.

Materials developed with Federal Supplemental Nutrition Assistance Program funds include the appropriate non-discrimination statement, credit provided to SNAP as a funding source on newly developed and reprinted materials. For more information see Appendix G: Notes About Education Materials on pp. 98-101 of FFY14 Guidance at <http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf>

Program activities are reasonable and necessary to accomplish SNAP-Ed objectives and goals.

Messages of nutrition education are consistent with the Dietary Guidelines for Americans and do not disparage any specific food, beverage or commodity.

**Audits**

The local governmental agency, Indian Tribal Organization or non-Governmental Agency must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

**Indirect Rate**

Per SNAP-Ed FFY14 Guidance pages 93-95, DOH is responsible for ensuring that indirect costs included in the LHJ's SNAP-Ed plan are supported by an indirect cost agreement and/or cost allocation plan approved by the appropriate agency. The LHJ cannot bill indirect costs that are determined to be unacceptable and will be disallowed.

**Monitoring visits**

The local governmental agency, Indian Tribal Organization or non-Governmental Agency's premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing nutrition education activities and reviewing for program compliance.

**Overtime**

Overtime is not billable in the SNAP-Ed program unless it has been reviewed and preapproved by the state SNAP-Ed contract manager in writing.

**Records**

(Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2)

SNAP-Ed regulations require that all records be retained for three years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subgrantee level, but shall be available for review for three years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP.

**Travel**

The LHJ is expected to comply with the Office of Financial Management's Travel Management Requirement and Restrictions as found in policy 10.10.  
<http://www.ofm.wa.gov/policy/10.htm>

**Amendments to Project(s) Plan**

Agencies must submit a request to DOH to amend a project plan for prior approval whenever they wish to change the USDA-approved scope of activities. All requests for amendments must be submitted no later April 1, 2014.

**Please Note:**

1. No changes may be incorporated into the project plan until an amendment request is approved by DOH and/or USDA
2. Any requests submitted after April 1, 2014 will NOT be approved.

**Special Funding Requirements**

Payment for deliverables as specified herein is dependent on receipt of funding from the USDA funding sources. In the event funding is not received, DOH is under no obligation to make payments for the deliverables as specified. If funding is reduced or limited in any way after the effective date of this statement of work and prior to normal completion DOH may terminate task(s), remove funds, or reallocate funds at DOH's discretion under new funding limitations and conditions. DOH will make payments only upon the receipt of the funding. DOH will notify the contractor upon notice by the funding source of funding availability

The FFY13 Carryforward DSHS SNAP ED IAR funds expire on June 30, 2014.

**Special Billing Requirements**

1. Total costs bill will not exceed the USDA-approved budget amount listed in the text box below.
  - a. Bills must be for only SNAP-Ed specific activities, using a DOH A19-1A Invoice voucher
  - b. A SNAP-Ed specific A19-1A must be submitted to the agency's designated DOH SNAP-Ed contract manager within 30 days of the last day of the month for which the work is being billed, OR
  - c. An agency may request pre-approval to bill every 2 months instead, in which case, that agency is required to adhere to the billing due dates listed in Task 1.2 (see above)
  - d. **NOTE: In FFY14, if for ANY reason a contractor is unable to submit the SNAP-Ed A19-1A by the due date, the contractor is required to submit a request for an exception to DOH, no later than 7 days prior to the due date, to the DOH SNAP-Ed contract manager. The SNAP-Ed contract manager reserves the right and responsibility to either approve or deny the request and will reply to the request.**

2. **NOTE: In FFY14 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval.**

3. Supporting documentation for each month must be submitted with each SNAP-Ed A19-1A.

- a. At the very least this means a copy of an agency's financial expanded/detailed general ledger level report.
- b. Additionally, all receipts, timecards and other supporting documentation, as noted by USDA, must be available upon request.

**PLEASE NOTE:** If an agency is a new SNAP-Ed contractor or has had a fiscal finding within the last year, all SNAP-Ed backup documentation must be submitted with each bill and this requirement will continue until further notice by the DOH designated SNAP-Ed contract manager.

Source and Amount of FFY14 Funds

USDA

\$35,397 \$92,918

**Budget Revisions**

The LHJ is allowed, in the Federal Fiscal year period, to request an adjustment be made to a funded line item listed in the approved budget, with pre-approval from the DOH designated SNAP-Ed contract manager. Any anticipated changes to the budget must be pre-approved by DOH.

**DOH Program Contact**

Kathi Lloyd, SNAP-Ed Contract Manager  
Department of Health  
PO Box 47886, Olympia, WA 98504  
[kathi.lloyd@doh.wa.gov](mailto:kathi.lloyd@doh.wa.gov)  
(360) 236-3965



**REQUESTED MEETING DATE:**

5/13/2014

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary PHONE / EXT:

SIGNATURE: *Amanda Bennett* DATE: 4/29/2014

NARRATIVE OF REQUEST

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

Acknowledge receipt of claim number 2014-04-002 and Approve the Denial of the Claim



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

**REQUESTED MEETING DATE:**  
 5/13/2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

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

Risk Management

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

Legal

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

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Vegetation Management	DIVISION (if applicable): Noxious Weed Control Board
OFFICIAL NAME & TITLE: Jeff Nesbitt Director/NWCB Coordinator	PHONE / EXT: 360 942-7758
SIGNATURE:	DATE: 5/6/2014
NARRATIVE OF REQUEST	
<p>It is the official recommendation of the Pacific County Noxious Weed Control Board Coordinator that the Board of County Commissioners approve the nominations of David Bale and Paul Waldref and reappoint them to the Pacific County Noxious Weed Control Board in districts 1 and 2, respectively. The open positions have been sufficiently advertised and no other nominations have been received.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: APRIL, YEAR OF 2014

TOTAL EMPLOYEES: 187

TOTAL PAYROLL: \$ 760,117.63

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_13th\_\_\_ day of May 2014

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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

RECEIVED  
PACIFIC COUNTY

APR 28 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

As of this date, May 13, 2014, 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

121860            thru            121957            \$ 231,122.54

Warrants Dated:        April 25, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
\_\_\_\_\_  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

MAY 01 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

As of this date, May 13, 2014, 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

121958      thru      122017      \$ 146,639.60

Warrants Dated: April 30, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

MAY 01 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review:  Clerk of the Board

Risk Management

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

Legal

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

DISTRIBUTION LIST:

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary PHONE / EXT:

SIGNATURE: *AB* DATE: 4/28/2014

NARRATIVE OF REQUEST

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

Presentation of Certificate of Good Practice for 2013

CERTIFICATE OF GOOD PRACTICE

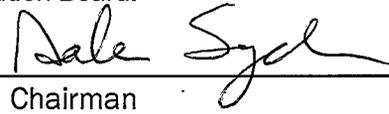
has been transmitted to the State Treasurer on behalf of

PACIFIC COUNTY  
2013

*Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county: a) has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and; b) has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.*

*By resolution of the County Road Administration Board.*

April 24, 2014

  
Chairman



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

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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-22-14
NARRATIVE OF REQUEST	
<p>This department requests authorization to "piggyback" the bids received by Grays Harbor County for roadway striping. The 2014 budget for this maintenance activity is \$80,000. Attached is a copy of the Intergovernmental Agreement with Grays Harbor and a copy of the bid prices as follows; Skip Centerline = \$140 a mile, Single No Pass = \$435 a mile, Double No Pass = \$590 a mile, and Edge Line = \$320 a mile.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Stripe Rite, Inc.

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
2014 Pavement Striping

Contract/Agreement/Grant/Amendment #: Grays Harbor County Intergovernmental Agreement

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

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

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): budget \$80,000 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: \_\_\_\_\_

## INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This AGREEMENT is between GRAYS HARBOR COUNTY ("Grays Harbor"), a political subdivision of the State of Washington and PACIFIC COUNTY ("Pacific"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperative Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and Chapter 39.34 of the Revised Code of Washington provides for intergovernmental services; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this agreement is to provide for sharing in the acquisition of equipment, supplies and services; and allowing the disposal of equipment by one agency for another.
2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT. This AGREEMENT shall be administered by the GRAYS HARBOR COUNTY Engineer and the PACIFIC COUNTY Operations Manager.
3. Scope. GRAYS HARBOR COUNTY, in contracting for the purpose of goods and services for itself, agrees to so contract also on behalf of PACIFIC, to the extent permitted by law and agreed upon between the parties. Likewise, PACIFIC, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of GRAYS HARBOR, to the extent permitted by law and agreed upon between both parties.
4. Duration of Agreement – Termination. This AGREEMENT shall remain in force until terminated by either party by giving ten (10) day written notice to the other. PROVIDED, that termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.

5. Right to Contract Independent Action Preserved. Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. PROVIDED, that nothing in the two proceeding sentences shall impair existing or pending joint purchases of the parties.
6. Compliance with Legal Requirements. In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to it's purchase.
7. Financing. Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefore. Each party accepts no responsibility for the payment or acquisition price of equipment or services intended for use by the other party.
8. Acquisition, Ownership, and Disposition of Property. All purchases by either party pursuant to the terms of this AGREEMENT shall be the property of the purchaser and held or disposed of by the sole discretion of the purchaser. Any property jointly purchased shall be held or disposed of by the party in possession subject to reimbursement of any portion of its cost contributed by the other party of this AGREEMENT.
9. Filing. Executed copies of this AGREEMENT shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this AGREEMENT becoming effective.
10. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for equipment a provision that other authorized government agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
11. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this AGREEMENT without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.
12. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other

party for the consequences of any act or admission by any person, firm, or corporation not a party to this AGREEMENT.

13. Severability. Any provision of this AGREEMENT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved this 26<sup>th</sup> day of July, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY,  
WASHINGTON

Donna Caton  
Clerk of the Board

excused  
Chairman

Bob Beekower  
Commissioner

Albert A. Curtis  
Commissioner

party for the consequences of any act or admission by any person, firm, or corporation not a party to this AGREEMENT.

13. Severability. Any provision of this AGREEMENT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

Adopted this 27<sup>th</sup> day of July, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Kathy Aven  
Clerk of the Board

W.B. Brubaker  
Chairman

Jan C. Karda  
Commissioner

absent  
Commissioner

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY,  
WASHINGTON

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_ Review:  Clerk of the Board

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

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

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-23-14
NARRATIVE OF REQUEST	
Please accept the resignation for Lloyd Houk as of 4/23/2014. Dept of Public Works would like permission to advertise and hire to fill the vacant Senior Engineer tech position.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

BOCC ACTION:  APPROVED  DENIED

Agenda Item #: \_\_\_\_\_

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-29-14
NARRATIVE OF REQUEST	
<p>Pacific County Department of Public Works has been authorized Rural Arterial Program (RAP) funding for the Rue Creek Road Improvement Project. This project was submitted for the 2013-15 funding call for projects (September 2012), but was not approved at that time. Please execute the attached three (3) originals of the Project Agreement which will cover a portion of the project with the remaining funding expected later this year.</p> <p>The project is listed as Item No. 5 of the adopted Six Year Transportation Improvement Program 2014-19. Please execute by unanimous vote the attached County Road Project for inclusion in the 2014 Annual Construction Program. RAP funding is offered at 90% reimbursement.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD  
**RURAL ARTERIAL PROGRAM**  
**PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL**

Submitting County:  
Pacific

Project Number: 2514-01

Date Approved: 04/24/2014

AUTHORIZED RATA FUNDS: \$713,468

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
47510	Rue Creek Road	2.010	3.380	1

The State of Washington County Road Administration Board (CRABoard) and Pacific County mutually agree as follows:

- (1) The funds hereby authorized are for completion of the proposed project as defined by chapter 36.79 RCW Roads and bridges — rural arterial program.
- (2) The County is in compliance with the provisions of chapter 136-150 WAC regarding eligibility for Rural Arterial Trust Account (RATA) funds. If the County is found not to be in compliance with these provisions, such non compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of the County and require pay back of any RATA funds that have been paid to the County for this project.
- (3) If the project is reconstruction, the County shall gain approval from WSDOT (chapter 43.32 RCW) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (4) If the project is 3R (resurfacing restoration and rehabilitation), the County shall document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (5) The project shall be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (6) Phased construction methodology is permitted upon notification by the County Engineer of the phasing plan as authorized under WAC 136-170-030. Failure by the county to notify the CRABoard of phasing plan at least 15 days prior to commencement of construction may result in withdrawal of funding by the CRABoard and county forfeiture of all RATA funds expended.
- (7) The County shall notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (8) The County shall reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.
- (9) Costs of the project which exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the county to be committed to the project, shall be paid by the County as necessary to complete the project as submitted to the CRABoard.

(10) Matching funds and other funds represented to be committed to the project shall be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus.

(11) The CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified.

(12) The CRABoard will reimburse counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard.

(13) Either the CRABoard or the County may request changes to the provisions contained in this agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the CRABoard or the County hereto.

(14) During the term of this agreement and for a period not less than six (6) years from the date of final payment by the CRABoard, the records and accounts pertaining to this agreement are to be kept available for inspection and audit and copies of all records, accounts, documents, or other data pertaining to the agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

IN CONSIDERATION of the allocation by the CRABoard RATA funds to the project in the amount set out above, the County hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (chapter 36.79 RCW); the applicable rules of Title 136 WAC and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

**COUNTY ROAD ADMINISTRATION BOARD:**

**Pacific**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

\*\*\*\*\*

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1636  
RESOLUTION NO. 2014-

\*\*\*\*\*

IT IS HEREBY RESOLVED by the Board of County Commissioners that **RUE CREEK ROAD**, State Road Log Number **47510, MP 2.01 TO MP 3.38 (South Fork Road)** to be improved as follows:

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

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

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	\$ 25,000
Right of Way	\$
Administration	\$
<b>SUBTOTAL</b>	<b>\$ 25,000</b>
Construction	\$ 1,420,000
<b>TOTAL</b>	<b>\$ 1,445,000</b>

[ XX ] This project is included in the official 2014-2019 Six Year Transportation Program as Item No. 5.

[ XX ] This project is hereby made a part of the officially adopted Annual Road Program in accordance with R.C.W. 36.81.130 and will be Item No. 6.

IT IS STILL FURTHER RESOLVED THAT:

[ XX ] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[ XX ] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_

\_\_\_\_\_  
Commissioner



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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5-1-14
NARRATIVE OF REQUEST	
<p>Attached is the Public Notice, Call for Bids and Notice to Contractors for the Sandridge Road Resurface Project MP 5.76 (Cranberry Road) to MP 6.76. Please execute the documents and authorize the Clerk of the Board to schedule a bid opening date.</p> <p>Please execute County Road Project No. 1628A which will add the project as Item No. 40 to the adopted 2014-2019 Six Year Program and Item No. 7 to the 2014 Annual Construction Program.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>RECEIVED          PACIFIC COUNTY</p> <p><b>MAY 02 2014</b></p> <p>GENERAL ADMINISTRATION          BOARD OF COMMISSIONERS</p>	

**PUBLIC NOTICE**  
**CALL FOR BIDS**

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ and will then and there be opened and publicly read for the:

**SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76**

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Post Office (P.O. Box 187) in South Bend, WA, 98586-0187 prior to normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked "**SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76**", together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, P.O. Box 66, South Bend, WA, 98586, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, Pacific County Courthouse, 300 Memorial Drive, South Bend, WA, and Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

---

Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

**SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76**

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of \_\_\_\_\_ or as soon thereafter as possible, on \_\_\_\_\_, 20\_\_\_\_ in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Post Office (P.O. Box 187) in South Bend, Washington, 98586-0187 prior to normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the above **SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76**.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

NOTICE TO CONTRACTORS  
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS  
P.O. BOX 66, SOUTH BEND, WASHINGTON 98586

Sealed bids will be received by the Board of County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington, until the hour of \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ and will then and there be opened and publicly read for the:

**SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, P.O. Box 66, South Bend, Washington, 98586, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, Pacific County Courthouse, 300 Memorial Drive, South Bend, WA, and Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

\*\*\*\*\*

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1628A  
RESOLUTION NO. \_\_\_\_\_

\*\*\*\*\*

IT IS HEREBY RESOLVED by the Board of County Commissioners that SANDRIDGE ROAD, State Road Log Number 91090, MP 5.76 (CRANBERRY ROAD) TO MP 6.76 to be improved as follows:

**REPAIR OF ASPHALT AND RESURFACE WITH HOT MIX ASPHALT**

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

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

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	\$ 5,000
Right of Way	\$
Administration	\$
<b>SUBTOTAL</b>	<b>\$ 5,000</b>
Construction	\$ 545,000
<b>TOTAL</b>	<b>\$ 550,000</b>

[ XX ] This project is hereby made a part of the officially adopted 2014-2019 Six Year Transportation Program as Item No. 40.

[ XX ] This project is hereby made a part of the officially adopted 2014 Annual Road Program in accordance with R.C.W. 36.81.130 and will be Item No. 7.

IT IS STILL FURTHER RESOLVED THAT:

[ XX ] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[ XX ] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

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

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: April 29 '14
NARRATIVE OF REQUEST	
<p>The roof at the Household Hazardous Waste facility at 318 N Second St is in need of repair due to leaks. When the original bids were submitted, they did not include prevailing wage so the total cost for the project exceeds the 2014 budgeted amount.</p> <p>The Department is requesting approval to use tipping fees, which are designated funds, to account for the difference in costs. Fund 125 will be used for \$25,000 and tipping fees will be used for the additional \$12,000.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

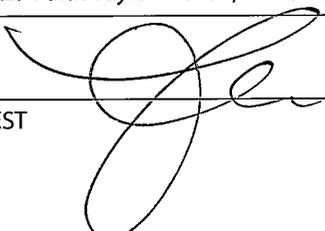
Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Environmental Health
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: May 6 '14
NARRATIVE OF REQUEST	
FYI - The Department has offered the EHS position to Kristina Sieff who has accepted. This position is a Grade 13 Step 1. Kristina will start July 1, 2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

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

Risk Management

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

Legal

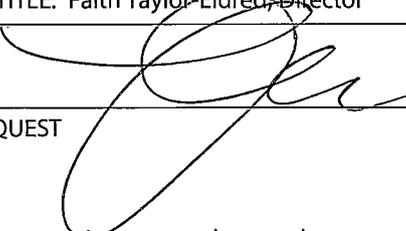
OTHER: \_\_\_\_\_

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: May 6 '14
NARRATIVE OF REQUEST	
<p>The Department is requesting approval to purchase a new vehicle for the Code Enforcement position. A truck is needed to haul any waste that is picked up due to illegal dumping or hauling a trailer. The vehicle is a Ford F250 extended cab. The Department will use solid waste tipping fees for the purchase.</p> <p>The price exceeds the amount in the 2014 budget as the Department originally had planned to purchase a small car.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Legacy Ford Pasco

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

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Contract/Agreement/Grant/Amendment #: DES Contract#: 03813

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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TOTAL COST/AMOUNT (include sales & use tax): \$25,935.00 TOTAL TAX: \$2023.00

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 116 .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:

## Department of Enterprise Services

Master Contracts & Consulting - Customer Service (360) 407-2210 or [contractingandpurchasing@des.wa.gov](mailto:contractingandpurchasing@des.wa.gov)

### Trucks

**Contract#:** 03813

Statewide Master Contract for Trucks (Small/Midsize/1/2 ton, 3/4 Ton, 1 Ton and Cab & Chassis)

ALL vehicle orders will be placed directly with the awarded dealer, effective January 2, 2014.

Customers may use the Pricing & Ordering Sheet located in the Current Contract Information (CCI) as a guide to standard specifications, available options, and pricing for each vehicle type. This form may be submitted to the awarded dealer along with, Customer's purchase order. Contract documents and pricing & ordering information can be viewed using the Contract Search Tool at <http://des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/default.aspx>.

**Current Term Start Date:** 01-02-2014 **Award Date:** 01-02-2014 **Est. Annual Worth:** \$12,500,000

**Current Term Stop Date:** 01-01-2016 **Final Term End On:** 01-01-2017

**Diversity:** 0% WBE 0% MBE **# of Bids Received:** 14

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

### Contract Documents & Resources

- ↳ Current Contract Information (CCI)    ↳ Contract Comments
- ↳ Solicitation Document - Original    ↳ Vendor and Contract Performance Feedback
- ↳ Solicitation Amendment    ↳ Best-buy Notification
- ↳ Solicitation Results Summary - Bid Tab
- ↳ Award Memo
- ↳ Frequently Asked Questions

### Contractors(s):

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BUD CLARY AUTO DEALERSHIPS

---

COLUMBIA FORD LINCOLN

---

LEGACY FORD PASCO

---

NORTHSOUND AUTO GROUP LLC

---

TOYOTA OF YAKIMA

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:     APPROVED                       DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:     Clerk of the Board  
 Risk Management  
 Legal

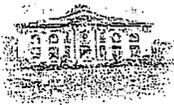
DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 5-6-14
<p><b>NARRATIVE OF REQUEST</b></p> <p>Request the Board of Commissioners approve the health department increasing Brandi Keightley, Administrative Assistant II from a 0.8 FTE to a 1.0 FTE effective May 15, 2014. This increase has been recommended so that Ms Keightley can be assigned duties to support the Wellspring Coalition. This change has come about due to Anna Miller transferring to DCD and the need to continue to provide the tasks she was responsible for. The decision was made by Wellspring to not replace all of Anna's time and instead rework the required job duties needed to make them consistent with an Admin Assist II at a grade 9 vs a Human Services Program Assistant at a Grade 10. They also felt they should not hire a new person with the possibility of the grant not being funded after September 30, 2014. If the grant is not awarded the funding that supports this position will not be available. This increase will be temporary until September 30, 2014. If the grant is received we will request this increase be permanent. We did send the notice of 0.2 FTE being available to the Health department employees so that they had the opportunity to apply for the additional time. Brandi was the only staff person who expressed interest. This position is included in the adopted budget for 2014 and will not require a supplemental budget.</p>	
<p><b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b></p>	



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

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

REQUESTED MEETING DATE:  
 May 13, 2014

### AGENDA REQUEST FORM

(TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD)

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE:	DATE: April 24, 2014
NARRATIVE OF REQUEST  <p>Please see the attached notice of the resignation of Telecommunicator Melaine Mero.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

**REQUESTED MEETING DATE:**  
 05/13/14

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

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

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy	PHONE / EXT: x2293
SIGNATURE: <i>Denise Rowlett</i>	DATE: 05/02/2014
NARRATIVE OF REQUEST	
Request approval for the Sheriff to sign a three year agreement (billable annually) with Relias Learning, LLC to purchase software, licenses, and setup for access to their online training library. This training is for corrections staff to meet the requirements and work toward compliance with the Prison Rape Elimination Act (PREA). This purchase can be counted as a cash match for the PREA grant. A supplement may be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Relias Learning, LLC

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

Contract/Agreement/Grant/Amendment #: 2014-25565

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_ online training database

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$2,400

TOTAL TAX: \$187.20

TOTAL SHIPPING/HANDLING: \$2,587.20

EXPENDITURE FUND #: 001 .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:



## **eLearning Services Proposal to Pacific County Sheriff's Office**

**Prepared by:**  
Sharon Sautner  
Relias Learning, LLC  
111 Corning Road, Suite 250,  
Cary, North Carolina 27518

**Submitted:**  
3/18/2014

# RELIAS || LEARNING

<b>Standard Services Included</b>	
<b>Database Hosting</b>	Relias Learning hosts your customized training site and database. No local server time or costly technical infrastructure is required.
<b>Tracking and Reporting</b>	Comprehensive management reports allow for automated tracking and documentation of online, classroom-based and off-site training; documentation and improvement of training effectiveness; and, quick review and collection of learner feedback. Report viewing can be limited to selected departments, locations and other user-defined fields.
<b>Relias Learning Course Library</b>	<p>Member may select any courses from Relias Learning's selected Library as outlined in the contract. Member may customize courses to meet specific organizational requirements by adding additional sections of content such as policies or resource material; custom pre- and post-test questions; surveys; and, other custom training material as needed. Customization requests for a selected course requiring any editing of material within the course or substantial reformatting of the course will incur a fee based on the scope of work. Many courses provide nationally accredited continuing education units. Accredited courses that are substantially altered by Member customization may no longer be eligible for accreditation or updating under Relias Learning.</p> <p>New courses are added to our libraries on a regular basis and become available immediately to member organizations.</p>
<b>Course Development</b>	Develop and add an unlimited number of your own courses using our integrated <i>Course Assembler</i> . You can add assessments and surveys to go along with your courses using Relias Learning's system tools. You can also upload policies and other reference materials or web links to enhance your courses. If you would like to have Relias Learning develop custom courses for you, please request a pricing list for course development services from Relias Learning's Customer Support Department. For any course development services provided, Member will need to supply edited, final version content in an acceptable electronic version (Word, PowerPoint, MS Publisher or other approved commercial authoring tools). Member also needs to include content for interactive features (i.e. pop-up quizzes, case studies, etc.), test questions and course objectives in an edited, final version.

For questions or additional information on this quote, please contact:

Sharon Sautner

Phone: (919) 655-7772

Email: [ssautner@reliaslearning.com](mailto:ssautner@reliaslearning.com)

Quote Prepared for:

Pacific County Sheriff's Office

Quote Number: 2014-25565

Submitted: 4/23/2014

# RELIAS | LEARNING

<b>Setup Services Included</b>	
<b>Site Construction</b>	We will provide you with a customized training site accessed through your own URL. We will load your logo and you may select colors and font size based on our standard templates.
<b>System Loading</b>	We upload initial employee demographics and assist you in developing and assigning your organization-specific training curricula. We will work with you to set up your organizational hierarchy and assign levels of permission for accessing the system. Data must be provided in the specified electronic format.
<b>Training</b>	Together, we develop a plan to orient and train your staff on the Relias Learning system. We furnish training materials and other samples of communications for your employees. We provide training on the Relias Learning student and administrative features to your designated liaison and then provide ongoing training support to your liaison through our customer support department.
<b>Prior Completion Data</b>	Relias Learning will assist you in posting your current year training completions. Implementation staff will work with you to determine the best method for handling past training completions. Data must be provided in the specified electronic format. Depending on the scope, an additional charge may apply for posting prior year completion data.

For questions or additional information on this quote, please contact:

Sharon Sautner

Phone: (919) 655-7772

Email: [ssautner@reliaslearning.com](mailto:ssautner@reliaslearning.com)

Quote Prepared for:

Pacific County Sheriff's Office

Quote Number: 2014-25565

Submitted: 4/23/2014



## Purchase Schedule

**Pacific County Sheriff's Office**  
 , Washington

The term of this agreement is: 36 Months	Method of Payment (Check One): <input type="checkbox"/> ACH* <input checked="" type="checkbox"/> Check**
Billing Frequency: Annually	* Complete ACH Form included
The Subscription Start Date is: 6/1/2014	**Payments by check should be sent to the following address: Relias Learning, LLC DEPT CH 16894 Palatine, IL 60055-6894

Name	Subscription Type	Subscription Metric	Subscription Quantity
RLMS Portal	License	Per User	20
Adult Corrections 1.1	Library	Per Employee	20

<b>Software – List Price</b>	<b>\$2,054.10</b>
<b>Discount</b>	- \$154.10
<b>Year 1 Annual Subscription Total</b>	<b>\$1,900.00</b>

Service	Metric	Quantity	Fee
Corrections Site Setup Fee - Minimum	Flat Fee	1	\$500.00

<b>Services – List Price</b>	<b>\$500.00</b>
<b>Services Total</b>	<b>\$500.00</b>
<b>Due Upon Receipt of Invoice</b>	<b>\$2,400.00</b>

**PRICING EXPIRES IF NOT EXECUTED BY  
 5/30/14**

This Purchase Schedule is subject to the terms and conditions of the MSA (hereinafter defined)

# RELIAS || LEARNING

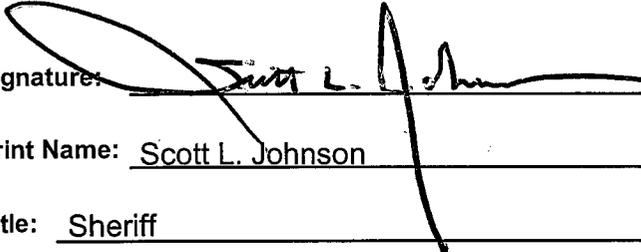
## CUSTOMER SIGNATURE PAGE

This Agreement (as hereinafter defined) is entered into between Relias Learning, LLC ("Company") and the customer identified in the signature block below ("Customer"), effective as of \_\_\_\_\_ ("Effective Date"). This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of certain services as more fully described herein and in each Ordering Document.

By signing below, the Customer acknowledges that they have read and understood the Agreement and agree to be bound by all the terms and conditions contained therein.

### Pacific County Sheriff's Office

### Relias Learning, LLC

Signature:   
Print Name: Scott L. Johnson  
Title: Sheriff  
Date: 05/02/2014

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Address for Notices:

PO Box 27  
South Bend, WA 98586

### Address for Notices:

Relias Learning, LLC  
111 Corning Road, Suite 250,  
Cary, North Carolina 27518

### Liaison Contact

### Billing Contact

Name: Shanna Coty  
Title: PREA Coordinator  
Email: scoty@co.pacific.wa.us  
Phone: 360-875-9300 x2296  
Address: PO Box 27  
South Bend, WA 98586

Name: Denise Rowlett  
Title: Chief Deputy  
Email: drowlett@co.pacific.wa.us  
Phone: 360-875-9300 x2293  
Address: PO Box 27  
South Bend, WA 98586

**MASTER SERVICES AGREEMENT**  
**eLearning Services**

**1. KEY DEFINITIONS**

**"Agreement"** or **"MSA"** means this Master Services Agreement, Purchase Schedule(s), Statement(s) of Work and such other documents, attachments and exhibits that the parties' authorized representatives mutually agree to in writing.

**"Purchase Schedule"** means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms.

**"Statement of Work"** or **"SOW"** means the document(s) executed by the parties from time to time, which incorporates by reference the terms of this Agreement and is used in lieu of a Purchase Schedule to describe a set of work, timeline, and cost estimate for Professional Services.

**"Ordering Document"** means a Purchase Schedule or SOW, as applicable.

**"LMS Software"** means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.

**"Content"** means materials provided or posted by Company in connection with the Subscription Services, including training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

**"Subscription Services"** means collectively the LMS Software and any purchased Content accessed through the Site.

**"Site"** means the web interface at a URL designated by Company.

**"Professional Services"** means consulting, implementation, training or other professional services to be performed by the Company described in one or more Ordering Documents mutually agreed to by the parties in writing.

**"Users"** means those persons who (a) have been authorized by Customer to access and use the Subscription Services for training and education purposes; (b) have complied with any registration requirements reasonably required by Company and have been issued a personal and unique User ID and Password to access and use the Subscription Services. Only current employees and independent contractors of Customer are eligible to be "Users".

**"Subscription Metrics"** means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Customer's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.

**"Intellectual Property"** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**2. USE RIGHTS**

**2.1 Grant of Use.** Subject to the terms of the Agreement, Company grants to Customer the right to access and use the LMS Software and, if purchased, all Content described in the Purchase Schedule, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training

purposes only, and may download or print one (1) copy of each page of Content only.

**2.2 Authorized Users.** Customer shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the LMS Software. Customer agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Purchase Schedule. Company will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

**2.3 Acceptable Use.** Customer and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Customer further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

**2.4 Restrictions.** Customer shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the LMS Software, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS Software; or modify, adapt, translate or otherwise make any changes to the LMS Software or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

**3. SUBSCRIPTION SERVICES**

**3.1 Environment.** The Subscription Services will be hosted on a server that is maintained by Company or its designated third party. User access to the Subscription Services is provided through the Site. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications infrastructure network with adequate bandwidth.

**3.2 Availability.** Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events

where notice is provided to Customer, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**3.3 Content.** Content purchased, if any, shall be provided by Company in the LMS Software. Customer is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

**3.4 Liaison.** Customer shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the liaison shall be able to train and support Users on the use of the Subscription Services. The liaison shall be the primary interface with Company on all issues related to the Subscription Services.

**3.5 Passwords.** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Customer is entirely responsible for any and all activities that occur under its account. Customer shall immediately notify Company of any unauthorized use or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

**3.6 Customer Data.** Customer shall be solely responsible for the accuracy, quality, integrity and legality of data, Modified Content, and Proprietary Content uploaded in the LMS Software by Customer. Customer shall own, subject to the provisions of section 7, or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it develops or uploads for use in the LMS Software. Customer authorizes Company and the data center to serve as the host and repository for the data Customer enters into the LMS Software.

**3.7 Changes.** Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes.

#### 4. PROFESSIONAL SERVICES

**4.1 Statements of Work; Change Orders.** Company will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

**4.2 Cooperation.** Customer shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Customer acknowledges that Company's performance is dependent upon the timely and effective completion of Customer's responsibilities hereunder and Customer's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

#### 5. FINANCIAL TERMS.

**5.1 Fees and Payment Terms; Taxes.** Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12)

month period, modify the fees for Subscription Services upon sixty (60) days written notice. Unless otherwise specified in the Ordering Document, payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all services hereunder upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes. Customer agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

**5.2 Subscription Metrics.** Customer understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Purchase Schedule, the quantity(ies) of Subscription Metrics provided in the initial Purchase Schedule represent minimum amounts that Customer has committed to for the Subscription Service Term (as defined in section 10.2). Additional Subscription Metrics must be purchased in units of ten (10) in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term of the applicable Purchase Schedule. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

**5.3 Professional Services.** Professional Services may be provided on a time and materials ("*T&M*") basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in the Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Purchase Schedule. Hours that are not used or have expired are non-refundable.

**5.4 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

#### 6. CONFIDENTIALITY.

**6.1 Confidential Information.** Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. "*Confidential Information*" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

**6.2 Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure

(to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.3 The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate agreement or similar agreement. Customer warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

## 7. OWNERSHIP.

7.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

7.2 **Subscription Services.** Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works (subject to the provisions of section 7.5) and copies thereof.

7.3 **Professional Services.** Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7.4 **Enforcement.** Customer shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Customer shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

7.5 **Modified Content; Proprietary Content.** Certain Users designated by Customer may have authority to modify portions of the Content to meet certain of Customer's needs or requirements ("**Modified Content**") or to create unique content to meet certain of Customer's needs or requirements ("**Proprietary Content**"). In the case of Modified Content, Customer shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, Customer shall own the Proprietary Content created by authorized Users.

## 8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 **LMS Software.** Company warrants that the LMS Software will operate in all material respects in conformity with the functional specifications described in the Documentation. "**Documentation**" means the LMS Software User instructions, release notes and on-line help files in the form generally made available by Company to its customers, as updated from time to time by Company. If the LMS Software does not perform as warranted and there is a material failure of the LMS Software to conform to its functional specifications described in the Documentation that is reported by the Customer to, and replicable by, Company ("**Errors**"), Company shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify Company in writing of its claim. Provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Customer may terminate the affected Subscription Services, and Customer will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the Subscription Services, Customer waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused

by: (i) modifications made to the LMS Software by anyone other than Company; (ii) Company's adherence to Customer's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Customer deviating from the LMS Software operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

8.3 **Professional Services.** Company warrants that the Professional Services will be performed in a workmanlike manner. As Customer's exclusive remedy for any claim under this warranty, Customer shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Customer's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

8.4 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, CONTENT, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL MODIFIED CONTENT AND PROPRIETARY CONTENT AND SHALL BE SOLELY LIABLE FOR ALL USE OF MODIFIED CONTENT AND PROPRIETARY CONTENT BY ITS USERS.

CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, COMPANY CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ANY USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CUSTOMER FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. CUSTOMER ACCEPTS ALL

LIABILITY FOR SUCH DIAGNOSIS OR TREATMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND USERS FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

**9. INDEMNIFICATION.** Customer shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (an "Indemnified Party") harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Indemnified Party arising out of, or in connection with (a) any Subscription Services User or other third party claim, (b) any material breach by Customer or any User of any of the terms of this Agreement; or (c) any use or reliance by Customer or any User of any Content, Modified Content, or Proprietary Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or an Indemnified Party arising out of, or relating to, the use of or reliance by Customer or any User on any Content, Modified Content or Proprietary Content.

## 10. TERM AND TERMINATION.

**10.1 Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

**10.2 Subscription Services Term.** The initial term of Subscription Services commences on the date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the "*Subscription Services Term*".

**10.3 Termination.** Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of section 5.1 which shall have a ten (10) day cure period; or (ii) in the event of institution of

bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

**10.4 Partial Termination.** Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

**10.5 Effect of Termination.** Following termination of this Agreement (for whatever reason), Customer shall certify that Customer has returned or destroyed all copies of the Content, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Customer acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Customer data after three months of the expiration or termination of Subscription Services.

Termination for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable Ordering Documents, Customer shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

**10.6 Survival.** The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: sections 1, 5, 6, 8, 9, 10 and 11.

## 11. GENERAL PROVISIONS.

**11.1 Suspension.** Company will be entitled to suspend any or all Subscription Services and Professional Services upon ten (10) days written notice to Customer in the event Customer is in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

**11.2 Force Majeure.** Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**11.3 Subcontractors.** Company may subcontract or delegate Subscription and/or Professional Services to any third party without Customer's prior written consent.

**11.4 Assignment.** Company may assign this Agreement and any or all of its rights and obligations herein without Customer's approval. Customer may not assign or transfer this Agreement without Company's prior written consent.

**11.5 Non-solicitation.** During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or

hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**11.6 Compliance.** Company reserves the right to utilize data stored by Customer in the LMS Software to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Customer.

**11.7 Notices.** Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

**11.8 Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**11.9 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**11.10 No Waiver.** No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

**11.11 Entire Agreement.** This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Customer's purchase order or other business processing document shall have no effect.

**11.12 No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.

**11.13 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

**11.14 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

**11.15 Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

**11.16 Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the LMS Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the LMS Software is commercial computer software and documentation developed exclusively at private expense and are furnished as

follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."



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

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

**REQUESTED MEETING DATE:**  
 5/13/2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT:
SIGNATURE: <i>Amanda Bennett</i>	DATE: 5/5/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the contract for Payment of Retirement Contribution with a Sheriff Department's Employee	



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott Johnson, Sheriff	PHONE / EXT:
SIGNATURE:	DATE: 5-5-14
NARRATIVE OF REQUEST	
Request authorization to pay Combined Transport, Inc. to transport military vehicle from Texas to South Bend.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Move to approve payment of \$7,758 to Combined Transport, Inc plus any applicable use tax for the transport of a military vehicle.	



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

**REQUESTED MEETING DATE:**  
5-13-14

### AGENDA REQUEST FORM

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

BOCC ACTION:  APPROVED  DENIED

Agenda Item #: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CE	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
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	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Juvenile Court Services DIVISION (if applicable): \_\_\_\_\_

OFFICIAL NAME & TITLE: J. Wayne Leonard Administrator PHONE / EXT: 875-9350

SIGNATURE: J Wayne Leonard DATE: 3-25-14

NARRATIVE OF REQUEST Approve and sign functional Family Therapy agreement with Ms. Nelita Wallingford. David Burke has reviewed the contract. we currently have a contract with Ms. Wallingford. TAN contract will start on 5-30-14.

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

Name of Contractor: Nelita Wallingford

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Functional Family Therapy Agreement

Contract/Agreement/Grant/Amendment #:

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

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

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

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

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)

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

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 ("Pliggybacking")

Please attach the following:

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

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

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): 3-17-14 workshop  
The current Contract Agreement was signed 5-22-12.

TOTAL COST/AMOUNT (include sales & use tax): 0 This is paid with TOTAL TAX:  
TOTAL SHIPPING/HANDLING: state dollars 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:

## **CONTRACT FOR FUNCTIONAL FAMILY THERAPY**

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Nelita Wallingford, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires that the CONTRACTOR, perform and provide certain services which require specialized skills, abilities, and certification; and

WHEREAS, the CONTRACTOR represents that he/she is qualified and possesses sufficient skills and abilities 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 CONTRACTOR**

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Agreement.

The responsibilities of the CONTRACTOR shall include providing Functional Family Therapy, hereinafter referred to as "FFT" to juveniles who have been referred by the Pacific County Superior Court Juvenile Division. The CONTRACTOR will be FFT certified as a provider and will maintain certification while providing services to the COUNTY. Services will be provided on a case-by-case referral basis. The Juvenile Court Services Division is under no obligation to refer any cases to the CONTRACTOR and is free to refer cases to persons other than the CONTRACTOR. The CONTRACTOR may refuse to accept a case that is referred for services.

The CONTRACTOR shall submit monthly reports for each youth and family within 14 days of the end of each month.

Therapy shall be provided at the youth's home, or a public setting.

The CONTRACTOR shall meet with the youth and family weekly for 9 to 14 weeks.

The CONTRACTOR will meet with the Juvenile Court staff for case consultation and will be available by phone for additional consultation.

Prior to services being initiated the CONTRACTOR will receive a written referral for services.

## **II – DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The CONTRACTOR shall document hours of professional service to the satisfaction of the Pacific County Superior Court Juvenile Division.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

## **III - SUBCONTRACTORS**

If the CONTRACTOR utilizes subcontractors for the provision of services under this Contract, the CONTRACTOR will maintain sufficient documentation to verify that the subcontractor meets all the requirements under this Contract. In NO event shall the existence of a subcontract release or reduce the liability of the CONTRACTOR for any breach of performance.

The CONTRACTOR will notify the COUNTY of who the subcontractor is and what qualifications they have prior to the subcontractor providing services.

## **IV – DURATION OF AGREEMENT**

The term of this Agreement shall be effective as of 05/30/2014. The Agreement will terminate on 05/30/2016, unless the Agreement is mutually extended by the parties in writing.

## **V – COMPENSATION AND METHOD OF PAYMENT**

The COUNTY shall compensate the CONTRACTOR for the services performed under this Agreement as follows:

The CONTRACTOR shall be paid as follows upon submission of appropriate billing:

- a. \$2,610 per successfully completed referred case.
- b. \$1,305 to be paid at initiation of services.
- c. \$1,305 to be paid at the completion of services.
- d. If the Contractor accepts a single referred case and is not providing services at the time for any other case, the total is \$3,672 with \$1,836 to be paid at the initiation of services and \$1,836 to be paid at the completion of services.

- e. \$200 per completed week for cases terminated prior to completion of services.
- f. If a case is terminated prior to services being provided for the initiation of services cost the difference will be subtracted from the cost of a completed case.
- g. If a verified family appointment that has been scheduled is not kept by the family and the contractor has traveled to provide services for the appointment the contractor shall be compensated up to a maximum of \$200. The exact amount will be determined by the juvenile court administrator who will consider but not be limited to whether the contractor was able to provide services to any other families on the day the appointment was not kept.
- h. \$200 per week for interventions that are incomplete at the termination of this contract.

Appropriate billing shall include:

- 1. Date referral received.
- 2. Dates of services provided to juvenile and family.
- 3. Completion of services or non-completion of services.
- 4. Name(s) of Juvenile receiving services.

The CONTRACTOR agrees that he/she is an independent contractor with the COUNTY, and not an employee of the COUNTY for the purposes of performing the contractual duties specified herein. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is performing his/her duties under this contract as an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Agreement.

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

## **VI – COMPLIANCE WITH LAWS**

The CONTRACTOR, 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 of criteria as described in the Agreement to assure quality of services.

## **VII – NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

## **VIII – INDEMNIFICATION**

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

## **IX-INSURANCE**

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of the CONTRACT. 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. The CONTRATOR 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.

## **X – TERMINATION**

If the CONTRACTOR 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 addition, the County may terminate this agreement by giving thirty (30) days notice in writing. If this Agreement is terminated, the COUNTY shall be liable for payment for services rendered prior to the effective date of termination.

## **XI – ATTORNEY’S FEES/COSTS OF SUIT AND VENUE**

If either party files suit to enforce this Agreement, 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 Agreement shall be filed in the Pacific County Superior Court.

## **XII – 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.

**XIII – This Agreement shall be interpreted according to the laws of the State of Washington.**

## **XIV - SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of the provision to other persons or circumstances shall not be affected.

## **XV - BINDING EFFECT**

This agreement shall be binding on the parties hereto and on their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
On file

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Business Number

\_\_\_\_\_  
Commissioner

Approved as to Form:

ATTEST:

\_\_\_\_\_  
David Burke  
Pacific County Prosecuting Attorney

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



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

**REQUESTED MEETING DATE:**

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE: 	DATE: 4/25/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm resignation of Amy Dennis from Lodging Tax Advisory Committee representing "Involved in activity" - user position	



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

**REQUESTED MEETING DATE:**  
 \_\_\_\_\_

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
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|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Commissioners Office DIVISION (if applicable): Boards/Commissions

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

SIGNATURE:  DATE: 4/25/2014

NARRATIVE OF REQUEST

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

Approve the reappointment of Maiko Minami to a two year term on the Timberland Regional Support Network Advisory Board, effective immediately



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

**REQUESTED MEETING DATE:**

\_\_\_\_\_

### AGENDA REQUEST FORM

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

BOCC ACTION:     APPROVED                       DENIED

Agenda Item #: \_\_\_\_\_

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:     Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 4/25/2014
NARRATIVE OF REQUEST	
<p>The Tokeland-North Cove Chamber of Commerce has submitted their request to host their annual Independence Day Parade, to be held on July 5, 2014 beginning at 11:00am. They will provide sanitary facilities as required with wash stations. The Shoalwater Police Department will be blocking the road through the completion of the parade.</p> <p>They have requested Department of Public Works mow the ditches along the parade route prior to the parade and also allow the use of 40 traffic cones.</p> <p>DCD, DPW and PCSO has been notified of their request and have provided their input.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve request from Tokeland-North Cove Chamber of Commerce to host their annual Independence Day Parade, to be held on July 5, 2014 beginning at 11:00am</p>	



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

**REQUESTED MEETING DATE:**  
 5/13/14

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

**DISTRIBUTION LIST:**

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|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
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|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO PHONE / EXT: \_\_\_\_\_

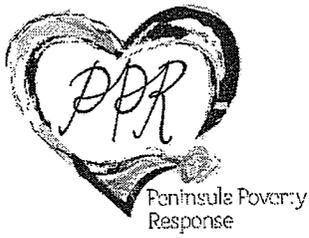
SIGNATURE: *Kathy Spoor* DATE: April 23, 2014

NARRATIVE OF REQUEST

Attached for your review and approval is an update to the Pacific County 10 Year Plan to Reduce Homelessness. This plan was written by Pastor Adrienne Strehlow with the Peninsula Poverty Response Team. The Plan represents input from a number of community partners and the JPCHA and sets a direction for addressing the issues of affordable housing and homelessness in our County. The plan is a requirement of the State Homeless Housing and Assistance Act, and the strategies selected need to be in line with actions steps included in the federal HEARTH (Homeless Emergency and Rapid Transition to Housing) Act. This plan represents an enormous amount of time and effort and I would like to recognize the work of the PPR, and in particular Pastor Strehlow. The JPCHA Board reviewed this plan and has recommended the BOCC's approval.

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

Move to approve the Pacific County 10 Year Plan to Reduce Homelessness  
 Note: the 10 year plan adopted on 6/27/2006 will be replaced w/ this one



# Pacific County

## 10 Year Plan to Reduce Homelessness



**Jurisdiction:** Pacific County  
**Original Plan Adoption:** June 2006  
**Updated Plan Adoption:** May 2014

### ACKNOWLEDGEMENTS

**Original Plan:**

Writer: Bryan Harrison, County Administrative Officer  
Contact Person: Robert Strope, Joint Pacific County Housing Authority Board Chair

**Updated Plan:**

Writer: Adrienne Strehlow, Peninsula Poverty Response Chair/Ocean Park Lutheran Pastor  
Contact Person: Kathy Spoor, Pacific County Administrative Officer

**Updated Plan Conversation Partners:**

Coastal Community Action Program  
Crisis Support Network  
Department of Social & Health Services  
HIS Supper Table  
Joint Pacific County Housing Authority  
Legacy Community Outreach  
Long Beach Elks  
Longview Housing Authority  
North County Ministerial Association  
Ocean Park Food Bank  
Ocean Park Lutheran Church  
Ocean Park United Methodist Church  
Pacific County Administration  
Pacific County Health Department  
Peninsula FISH  
Peninsula Poverty Response  
St. Mary's Catholic Church  
St. Vincent DePaul  
Willapa Behavioral Health

Additional Community Members

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## **BACKGROUND INFORMATION**

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### **Planning to End Homelessness: 10 Year Plan Background**

#### **Homeless Housing and Assistance Act**

In the spring of 2005 the Washington State Legislature passed the Homeless Housing and Assistance Act (ESSHB 2163) aimed at eliminating homelessness with a minimum goal of fifty percent by July 1, 2015. The Act outlines requirements for both county and State governments, with the Department of Commerce having primary responsibility for planning and support of implementation of the State's plan.

The Act requires county governments to:

- Develop a 10 year plan to reduce homelessness by 50%
- Conduct an annual point-in-time count of persons who are homeless
- Report progress implementing plans to the Washington State Department of Commerce annually
- Use the local portion of the document recording fees to reduce homelessness

The Act requires the State to:

- Work with the Interagency Council for the Homeless and the Affordable Housing Advisory Board to develop a 10 year plan to reduce homelessness by 50%
- Coordinate the annual point-in-time count
- Produce an annual report on the performance measures used to measure state and local plan implementation
- Provide technical assistance to counties
- Pass 85.5% of the state portion of the document recording fees to local governments to reduce homelessness
- Implement the Homeless Management Information System to collect client data used to measure program, county, and state performance

To fund local and state implementation of the Homelessness Housing and Assistance Act, the State created a \$10 document recording fee, with 60% of the funds staying with the counties and 40% going to the Department of Commerce. In spring 2007, the Washington State Legislature passed the Engrossed Second Substitute House Bill (ESSHB1359), which added an additional \$8 document recording fee, with 90% of the revenues staying with the counties and 10% going to the Department of Commerce. The Legislature added another \$10 fee for most standard recording documents when they passed House Bill 2048 in 2012. These document recording fee funds must be used toward the goal of reducing homelessness by 50% by 2015, with the county portion supporting its 10 year plan to reduce homelessness and the state portion supporting homeless housing programs.

#### **HEARTH Act**

The Homeless Emergency and Rapid Transition to Housing (HEARTH) Act passed by Congress in 2009 amends and re-authorizes the McKinney-Vento Homeless Assistance Act to improve community capacity for preventing and ending homelessness. Substantial changes made by the HEARTH Act include the following:

- A consolidation of HUD's competitive grant programs
- The creation of a Rural Housing Stability Assistance Program

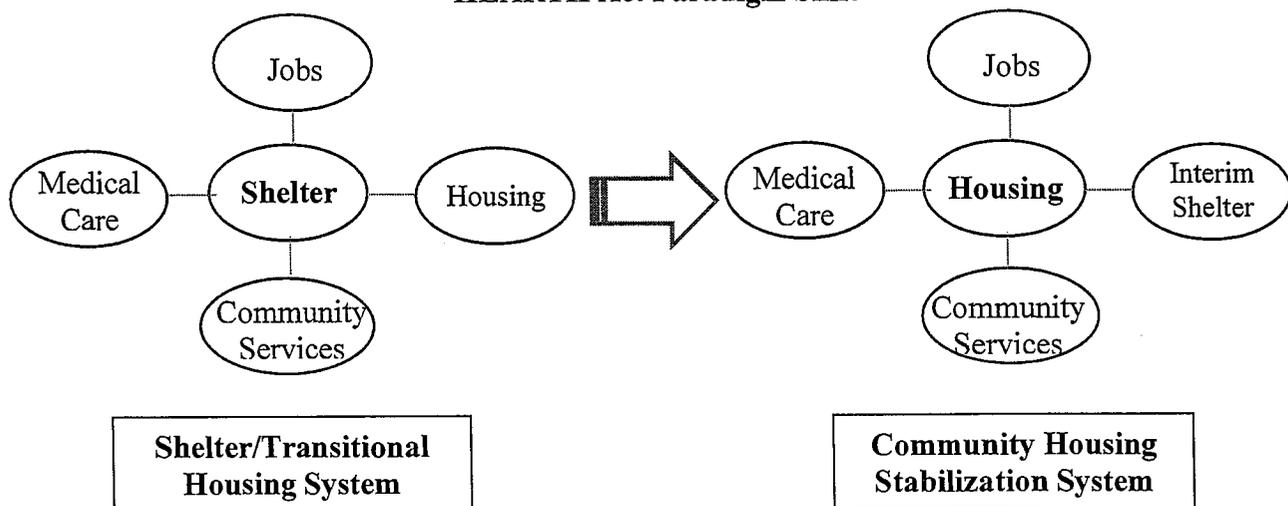
- A change in HUD's definition of homelessness and chronic homelessness
- A simplified match requirement
- An increase in prevention resources
- An increase in emphasis on performance

In 2012 Congress passed the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), which made some technical corrections to the HEARTH Act.

The HEARTH Act includes the following action steps:

- Sustaining and increasing homeless prevention and shelter diversion programs
- Streamlining the screening process for each type of assistance so households are referred to the most appropriate program type
- Rapidly re-housing households into private sector housing
- Having a housing first focus
- Shifting resources to programs that are meeting outcomes and operating efficiently

**Figure 1  
HEARTH Act Paradigm Shift**



As shown in the figure above, the HEARTH Act introduces and supports a paradigm shift from shelter/transitional housing focused homeless systems to housing focused homeless systems. This housing focused homeless system paradigm proposes new system level performance goals, which include the following:

- Average length of a homeless episode is less than 20 days
- Less than 5% of those who were homeless within the last 2 years become homeless again
- Number of those who are newly homeless is 10% lower than the previous year
- Length of shelter stay is less than 14 days or 10% less than the previous year
- Job and income growth for people who are homeless

**Continuum of Care (CoC)**

Communities that effectively meet the performance goals outlined above are identified as “High Performing Communities” and will be eligible to receive bonus funds through the Continuum of Care program. The Continuum of Care (CoC) Program is required by the HEARTH Act in order to promote community-wide commitment to ending homelessness, provide funding to minimize trauma and dislocation by rapidly rehousing those who are homeless, promote access to and utilization of

programs, and to optimize self-sufficiency among those experiencing homelessness.<sup>1</sup> In 2012, HUD published the CoC Interim Rule, which establishes eligibility requirements and regulations for CoC Programs for non-profit organizations or state or local governments. The rule provides that CoC Program funds may be used for the following program categories:

- permanent housing
- transitional housing
- supportive services only
- Homeless Management Information Systems (HMIS)
- homelessness prevention (in some cases)<sup>2</sup>

Pacific County falls under the jurisdiction of the Balance of Washington State Continuum of Care (CoC), which oversees the planning and implementation of activities to reduce homelessness in 33 counties in Washington State. This governing body does not include the larger counties of Clark, King, Pierce, Spokane, Snohomish, and Yakima, which each have their own CoC that coordinates with the Balance of State Continuum occasionally.<sup>3</sup> The Balance of State Continuum has representation from the following entities:

- local continuums
- nonprofit organizations
- faith-based organizations
- people who are homeless
- major statewide advisory groups (i.e. the Governor's Advisory Council on Homelessness, Washington State Advisory Board on Affordable Housing, Washington Low Income Housing Alliance, and Washington State Association of Housing Authorities)
- major state agencies working on homeless issues (i.e. the Department of Commerce, Department of Health and Human Services, Office of Public Instruction)
- Veterans Affairs<sup>4</sup>

The CoC is responsible for effectively coordinating and managing federal resources provided through the HUD McKinney-Vento Program.<sup>5</sup> When funds are available, an RFP goes out to the Balance of State CoC and housing providers from the various counties represented can apply for the funds.

### **Person-Centered Approach**

HEARTH Act regulations, action steps and performance goals detailed above require the adoption of a person-centered approach to case management within homeless systems. Nationally, a person-centered approach to health care is regarded as a best practice, particularly when serving people who are homeless or at-risk of becoming homeless.<sup>6</sup> This population is often uninsured or underinsured and dealing with multiple, co-occurring disorders, such as untreated chronic diseases, mental illness, and substance abuse disorders.<sup>7</sup> A person-centered approach to case management provides the individualized assistance and intensive support needed to allow people to effectively utilize available resources. This approach also encourages collaboration and service integration between behavioral

---

<sup>1</sup> The McKinney-Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009

<sup>2</sup> OneCPD Resource Exchange, <https://www.onecpd.info/coc/coc-program-eligibility-requirements/>

<sup>3</sup> Washington State Department of Commerce, Balance of Washington State CoC DRAFT Governance Charter, July 2013, <http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ContinuumofCareHomelessAssistanceProgram>.

<sup>4</sup> Ibid.

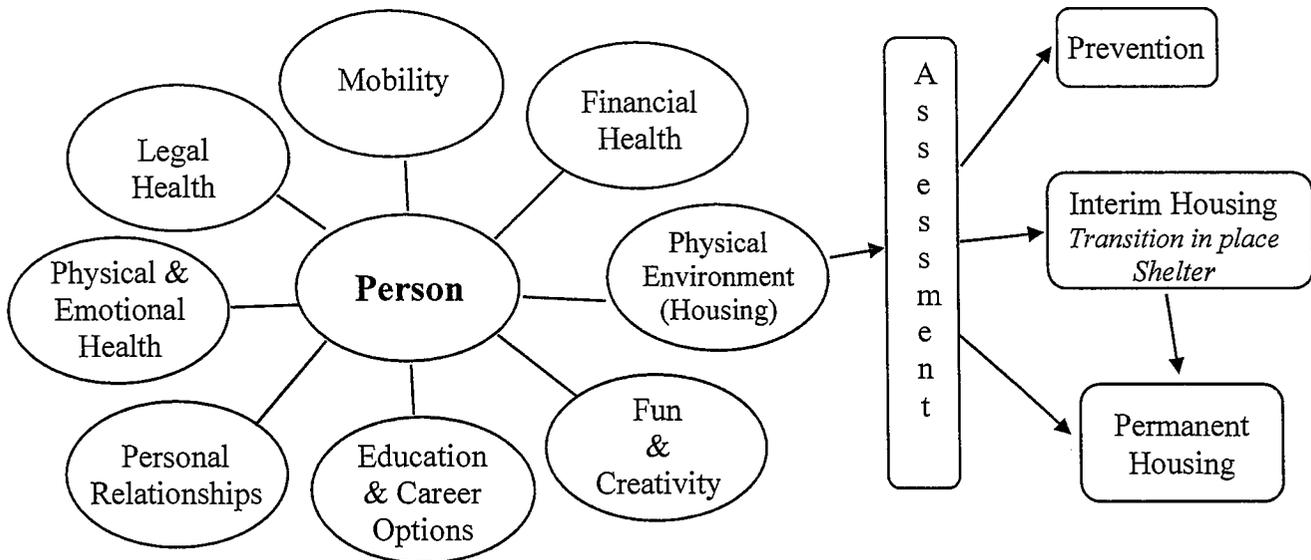
<sup>5</sup> Ibid.

<sup>6</sup> The National Association of community Health Centers, Inc., The Impact of Community Health Centers and Community-Affiliated Health Plans on Emergency Department Use, Choudry, Lina, Douglass, Mackenzie, et al, April 2007

<sup>7</sup> Ibid.

health, physical health, dental health and social service providers. Such individualized support and coordination of resources avoids requiring people to navigate, on their own, a fragmented system to meet their complex needs. It allows the interventions to fit the person, based on their identified strengths and areas of needed support, rather than requiring the person to fit the interventions. As displayed in the figure below, a person-centered approach to case management connects a person with resources in a variety of categories, including the area of housing. With such thorough assessment, a person can more effectively and rapidly move into permanent housing and self-sufficiency, with continued support as needed.

**Figure 2  
Person-Centered Approach to Case Management**



Consistent with the emphasis on a person-centered approach, this plan attempts to and encourages the use of “people first language” when referring to individual persons or groups of people. Society often lumps people into categories so that the primary identifier of the person or group is their condition or category rather than their own individuality. For example, a person who is experiencing homelessness becomes a “homeless person,” as if being homeless is the most important aspect of who she or he is rather than a circumstance she or he is experiencing. Subconsciously, this language encourages people to see someone who is homeless as one in need with little or nothing to offer and not as one having a voice regarding what is needed or desired. On the other hand, naming a person’s humanity first (i.e. “person who is homeless” or “person who is experiencing homelessness”), is a recognition that this individual has a voice and opinions and has assets to offer in addition to challenges to overcome. This approach strengthens the confidence and capacity of individuals and communities, as we walk alongside each other to navigate resources together.

**Description/Faces of Homelessness**

**The Final Rule on the Definition of Homelessness**

In 2011, the Department of Housing and Urban Development (HUD) published the final rule on the definition of homelessness in the Federal Register. The final rule provided four possible categories under which individuals and families may qualify as homeless. Within each category there are subpopulations of people with different needs, which must be taken into consideration, as each group requires different housing strategies.



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 360-875-9334
SIGNATURE: <i>Amanda Bennett</i>	DATE: 5/5/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Technical Support Agreement from Efficiency, Inc. for one year effective June 22, 2014 thru June 21, 2015; Subject to Adequate Budget Appropriations	

## Efficiency Inc. Technical Support Agreement

As an Efficiency, Inc. technical support contract customer, "**Pacific County Commissioners**" will receive (1) one-year from **06/22/14-06/21/15** (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service. ~~A dispatch fee of \$150 applies for each onsite service call over 75 miles from Efficiency, Inc.~~
- **\*\*Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).**
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. **excluding** holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

### **\*\*Rates for Chargeable Service Under Contract**

- Contract Hardware/Software On-Site Service Rate:  
\$125.00 per hour on-site, plus \$100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:  
Minimum shop charge is \$125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:  
\$125.00 per hour billed in 15 minute increments at \$31.25.

### **Please Note**

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of \$185.00 per hour on-site, plus \$100.00 per hour travel, parts and applicable expenses, during normal business hours.

\_\_\_\_\_  
Customer Signature & Date

*Karri Boerner 5.1.14*  
\_\_\_\_\_  
Efficiency, Inc. & Date

After signing please fax back to Karri Boerner at 206-768-2806...Thank You.



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

**REQUESTED MEETING DATE:**  
 May 13, 2014

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

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

Legal

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

**DISTRIBUTION LIST:**

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| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
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|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: May 6, 2014
NARRATIVE OF REQUEST	
<p>I request that the Board approve the following fiscal year 2014 budget category appropriation transfer:</p> <p>Fair Fund #101</p> <ul style="list-style-type: none"> <li>Budget appropriation to be transferred from Capital to Operating (\$5,000)</li> </ul>	
RECOMMENDED MOTION	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-\_\_\_\_\_

**IN THE MATTER OF AMENDMENTS TO THE FISCAL YEAR 2014 BUDGET  
BY APPROPRIATION TRANSFER**

**WHEREAS**, it has been brought to the attention of the Board of Pacific County Commissioners that adjustments by transfer should be made to the fiscal year 2014 budget appropriations in the funds and departments listed in Attachment A of this resolution; and

**WHEREAS**, sufficient appropriations exist within other budget categories to permit the necessary adjustments, as requested; now, therefore,

**IT IS HEREBY RESOLVED** that the transfer of budget appropriations as listed in Attachment A of this resolution is approved; and

**IT IS HEREBY FURTHER RESOLVED** that the Auditor be authorized to transfer the fiscal year 2014 budget appropriations as listed in Attachment A of this resolution.

**PASSED** by the following vote this 13<sup>th</sup> day of May, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Frank Wolfe, Commissioner

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

ATTEST:

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

<b>Fund Name</b>	<b>Amount</b>	<b>Transfer From:</b>	<b>Transfer To:</b>
Fair	\$5,000.00	101.300.594.75.62	101.300.573.70.49



**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review:  Clerk of the Board

Risk Management

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

Legal

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

**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 4/24/2014
NARRATIVE OF REQUEST Pacific County received a Special Event Application from Chris Eichler to hold a "tool sale event" at 5016 Pacific Highway in Seaview on May 22, 2014. The Department of Community Development, Department of Public Works and the Sheriff's Office reviewed the request and asked that the following be provided:  1) Submission of signing plan including locations of barricades 2) Contact surrounding property owners regarding their ability to access their property 3) Contact the State of Washington Department of Licensing regarding the potential need of a business license 4) Obtain food service permit prior to selling food at the event (food is being provided free of charge, no permit needed) 5) Provide proof of liability insurance The above five items have been provided by Mr. Eichler.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Special Event Application from Chris Eichler to hold a "tool sale event" at 5016 Pacific Highway in Seaview on May 22, 2014 during the hours of 8:00am until 6:00pm	

### Special Event Application

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

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

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

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

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

- 1. Name of event: Tool Sale
- 2. Description of event: Bringing in a full size semi Truck full of Tools
- 3. Location of event: 5016 Pacific Highway Seaview WA 98631
- 4. Dates of event: May 22 2014 Hours of operation: 8:00 AM - 6:00 PM
- 5. Has the event been held previously? NO Dates: \_\_\_\_\_
- 6. Estimated attendance: 200 Total people
- 7. Name and address of Event Representative: Chris Eichler  
747 S.R. 101 Chinook WA 98614
- Cell Phone Number: 244-3234 Office Number: 360-642-3911
- 8. Emergency contact name and phone number: Sam Amato  
503-309-6807

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

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

**SWORN STATEMENT OF COMPLIANCE**

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

 3-28-14  
Signature of Applicant/Representative                      Date

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

Name: Sam Amato                      Contact #: 503-309-6807

Name: Branden NABY                      Contact #: 360-244-3637

Name: \_\_\_\_\_                      Contact #: \_\_\_\_\_

Name: \_\_\_\_\_                      Contact #: \_\_\_\_\_







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

**REQUESTED MEETING DATE:**

5/13/2014

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
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	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Fund 126
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 4/25/2014
NARRATIVE OF REQUEST	
<p>The Port of Willapa Harbor <del>has</del> submitted their Rural Economic Development Infrastructure Funding Application to the Pacific Council of Governments for the Tokeland Marina Redevelopment project. Their application was approved by PCOG and included in the WA-CERT list (Resolution 2013-048).</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Contract for Services with the Port of Willapa Harbor for the Tokeland Marina Redevelopment project through Fund 126 in the amount of \$25,000 for three years, subject to adequate budget appropriations</p>	

Name of Contractor: Port of Willapa Harbor

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Contract for Services

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

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

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS:

## CONTRACT FOR SERVICES

Between  
PACIFIC COUNTY, WASHINGTON  
And  
THE PORT OF WILLAPA HARBOR

**THIS CONTRACT** is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Willapa Harbor – 1725 Ocean Avenue, Raymond, Washington 98577 (the “RECIPIENT”).

**WHEREAS**, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to redevelop the Tokeland Marina by constructing a new breakwater/transient float, public restrooms and marina office, reconstruct the commercial pier as well as other improvements to support both the local recreation/tourism and commercial fishing and aquaculture industries; and

**WHEREAS**, the RECIPIENT’S Tokeland Marina Redevelopment Project meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

**WHEREAS**, the RECIPIENT’S Tokeland Marina Redevelopment Project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

**WHEREAS**, the RECIPIENT’S Tokeland Marina Redevelopment Project will require substantial financial support from multiple sources; and

**WHEREAS**, the RECIPIENT’S Tokeland Marina Redevelopment Project is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

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

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

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

**WHEREAS**, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

**WHEREAS**, the COUNTY desires to financially assist the RECIPIENT with its Project; and

**WHEREAS**, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this project following a public review process, and

**WHEREAS**, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

**WHEREAS**, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

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

1. **FUNDING**

Twenty Five thousand dollars (\$25,000) for years 2014, 2015, and 2016 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Tokeland Marina Redevelopment Project by constructing a new breakwater/transient float, public restrooms and marina office, reconstruct the commercial pier as well as other improvements to support both the local recreation/tourism and commercial fishing and aquaculture industries. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Reimbursement shall only be for expenses incurred for the Tokeland Marina Redevelopment Project as specified in the 2013 Port of Port of Willapa Harbor Infrastructure Funding Application (Attachment A).

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Public Facilities Improvement Fund (No. 126), has pledged twenty-five thousand dollars (\$25,000) for the years 2014, 2015, and 2016 to assist the RECIPIENT to complete this project. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

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

7. **RECAPTURE PROVISION**

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

8. **NONDISCRIMINATION**

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

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

10. **EMPLOYMENT RELATIONSHIPS**

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

11. **INDUSTRIAL INSURANCE COVERAGE**

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

12. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

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

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1<sup>st</sup> day of May, 2014. It will continue in effect through the 31<sup>st</sup> day of December 2016 unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

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

18. **SEVERABILITY**

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

19. **DISPUTE RESOLUTION**

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

20. **GOVERNING LAW AND VENUE**

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

21. **ADMINISTRATION**

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

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

For the RECIPIENT: Rebecca Chaffee, Manager  
Port of Willapa Harbor  
1725 Ocean Avenue  
Raymond, WA 98577  
Telephone: 360/942-3422

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

**RECIPIENT (Port of Willapa Harbor)**

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

\_\_\_\_\_  
Rebecca Chaffee, Manager                      Date

\_\_\_\_\_  
Steve Rogers, Chair

**ATTEST:**

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Name, Title    Date

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

**APPROVED AS TO FORM:**  
DR. DAVID J. BURKE  
Pacific County Prosecuting Attorney

**ATTEST:**

By: \_\_\_\_\_

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

PACIFIC COUNTY  
RURAL ECONOMIC DEVELOPMENT  
INFRASTRUCTURE FUNDING APPLICATION

Project Title: Tokeland Marine Redevelopment

Annual 1 Year  
Long-term 2 Years

Applicant: Port of Willapa Harbor

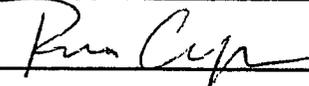
Contact: Name Rebecca Chaffee

Address: 1725 Ocean Avenue

City, state, zip: Raymond, WA 98577

Phone #: 360-942-3422 E-Mail: portofwh@willapabay.org

Name of person authorizing submittal (print or type): Rebecca Chaffee

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? **(Attach copy of WA-CERT list or comprehensive plan). If no, do not submit application.**

Yes, this project is on the WA-CERT List.

2. Briefly describe your project:

The existing facilities at the Tokeland Marina including the boat launch, moorage floats, commercial pier and RV Park are minimal and in poor condition. Restrooms are limited to sanicans. There is moorage for only 20 recreational and 22 commercial boats. Moorage is leased annually with a long waiting list. Lack of moorage forces most boaters to launch and retrieve daily, creating ramp gridlock during the peak recreational fishing season.

The commercial pier has been taken out of service because of its unsafe condition and the Port is under an L&I order to repair the dock. Commercial boats must offload with a temporary hoist and move product by handcarts. The old timber "L" float has also been taken out of service due to safety concerns, but remains in place to provide breakwater protection from winter storms.

Working over the last several years with the community and the Shoalwater Bay Indian Tribe, the Port developed a marina master plan. The preliminary design, the SEPA environmental review, the cultural assessment and the septic system site evaluation are complete. The Shoreline Development and HPA Permits have been issued.

This project involves the long overdue redevelopment of the Tokeland Marina including:

1. Planning, Design and Permitting
2. New Breakwater/Transient Float

3. Public Restrooms and Marina Office
4. Reconstructed Commercial Pier
5. Landscaping and Parking Improvements
6. Seafood/Local Products Market
7. Upgraded Septic Systems
8. New Transient Floats
9. Expanded/Upgraded RV Park
10. Shoreline Erosion Protection
11. Marine Fuel Service

3. Describe the current status of your project: (Include work completed or in progress)

The Port has been working with the Tokeland Community planning and seeking resources for the last four years. Permit applications have been submitted, final design is underway and the majority of the funding for the first phase of development has been awarded.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

The Tokeland Marina is a public facility, which supports both the local recreation/tourism and commercial fishing and aquaculture industries.

5. Total project cost: \$2,700,000

6. Yearly amount requested from this funding: \$25,000

7. Number of years funding is requested: 3

8. Is this a phased project? Yes  No  (Describe)

This project has been divided into three phases:

1. Planning, design and permitting (\$213,000)
2. Phase 1 Development (Restroom, breakwater/transient float, reconstructed commercial pier, seafood/local products markets, landscaping, parking) (\$1,689,000)
3. Phase 2 Development (RV Park upgrades, transient moorage, shoreline erosion protection) (\$800,000)

SUBTOTAL DESIGN + PHASE 1:	\$1,902,000
GRAND TOTAL:	\$2,702,000

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

	<u>Grant:</u>	<u>Required Match:</u>
RCO Boating Facilities Program (Planning/Design)	\$ 130,000	\$ 50,000
Local Sales Tax (Commercial Pier/RV Park Property Design)*	\$ 55,000	\$ 15,000
RCO Boating Facilities Program (Development)	\$ 664,000	\$276,000
CERB Community Revitalization Grant	\$ 500,000	\$150,000
Private Contributions (Tribe, Nelson, Tokeland Seafood Exchange and Chamber)	\$ 62,000	\$ 0
TOTAL:	\$1,411,000	\$491,000

The Port has been awarded a total of \$1,411,000 in grant and private funds for planning/design and the first phase of the marina redevelopment project. In order to leverage this money the Port must contribute \$491,000 in local funds. To-date approximately \$105,000 in local funds have been expended. The additional local match required is thus \$389,000. The Port is proposing to contribute \$125,000 in force account labor and \$269,000 in cash over a three-year period.

Port revenues are projected to plummet with the loss of Halosource, our biggest industrial tenant. To ensure that this project can move forward the Port is requesting \$75,000 or \$25,000 per year in local sales tax funds for three years.

\* NOTE: The Port was also awarded \$25,000 in local sales tax funds for the purchase of property to expand the RV Park. RV Park improvements will be included in the second phase of development.

10. Have you applied for any other sources to complete your funding? Yes X No \_\_\_ (List)

Source	Amount	Status
USDA Rural Business Enterprise Grant	\$50,000	Pending

11. Describe project specific employment benefits as follows:

Additional 10 FTE During Construction  
 Additional 10 FTE Employed by Facility when complete  
 Additional 6 FTE hired as a direct result of this project  
 Retained 4 FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Additional 2 Businesses Created by Facility when complete  
 Retained 3 Businesses as a direct result of this project

Construction:

This is a relatively large project. It is estimated that approximately 10 FTE's will be involved in the construction. Project elements include sitework, carpentry, pile driving, demolition, electrical, asphalt, concrete, etc.

Employed by Facility when complete:

This project involves the construction of a seafood/local products market and small business incubator located on the southeasterly edge of the Tokeland Marina boat basin. Nelson Crab, a local business founded in 1934, will lease and operate the market/incubator. Nelson's recently sold their Tokeland based seafood processing plant to Custom Seafood Services (CSS) of Seattle. Nelson's will contract with CSS for custom processing and relocate their seafood retail market to the marina. Nelson's will also continue to buy locally caught seafood at the Tokeland Marina. The new market will be expanded to include an array of local seafood, local agricultural products such as cranberries, blueberries, wines, jam, etc., non timber and forest products such as mushrooms and wild berries, as well as locally made crafts.

In addition to access to a local retail sales outlet, the participating individuals will be provided technical assistance in expanding their businesses.

Nelson's will retain 4 FTE. An additional estimated 6 FTE's will be created by the local products market, and expanded marina usage.

Retained Businesses:

This project and the economic activity the marina supports contributes to the overall economy of North Pacific County. Up to 200 recreational fishing boats launch daily during the peak of the salmon season. Two commercial fish buying stations are located at the marina. These stations support over 100 local seafood-processing jobs. Tokeland Seafood Exchange, Custom Seafood Services and Nelson Crab are directly dependent on a viable Tokeland Marina.

12. What quantifiable outcomes are you going to track to measure the success of this project:

The Port will track the number of boat launches and total marina revenues including wharfage from seafood offloads. The number of local vendors participating in the Seafood/Local Products Market will also be tracked.

13. Describe any other economic benefits of this project:

The Seafood/Local Products Market will provide an outlet for an estimated 20 local vendors at startup. It will also include a small commercial kitchen/prep room, which will be available to the vendors.

Tokeland Seafood Exchange will partner with the Port to provide marine fuel service during peak recreational and commercial fishing seasons. Currently boaters have to carry fuel in a 5-gallon container to their boats or haul their boat on a trailer to a service station.

14. List any other information you feel is pertinent to this application:

The Tokeland Marina provides the only marine facilities on the north end of Willapa Bay. These facilities are minimal, in poor condition and in urgent need of upgrades. This project will upgrade the marina and thus, the community with safe facilities, expanded amenities and public spaces, incorporating landscaping, art and historic designs.

The community has been actively involved in the planning of this project and enthusiastically supports it.

Attachments:

1. Pacific County WA-CERT List
2. Master Marina Redevelopment Plan
3. Seafood/Local Products Building
4. Pictures of Marina Facilities



Top of Building 33' - 0"

CORRUGATED METAL ROOFING

High Roof 20' - 0"

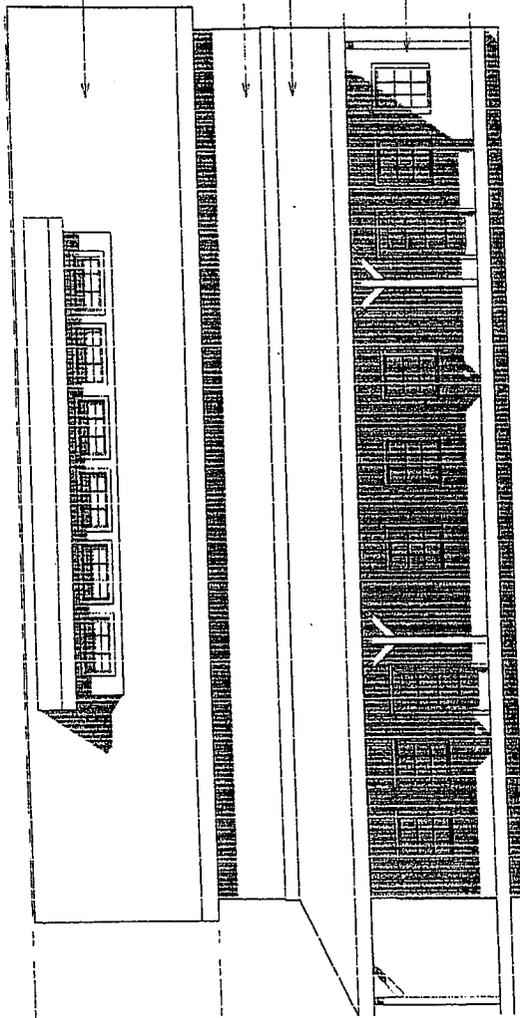
CORRUGATED METAL SIDING

CORRUGATED METAL ROOFING

Low Roof 9' - 0"

BOARD AND BATT SIDING

Level 1 0' - 0"



① South  
1/8" = 1'-0"

South Elevation	
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
A103	
Scale: 1/8" = 1'-0"	

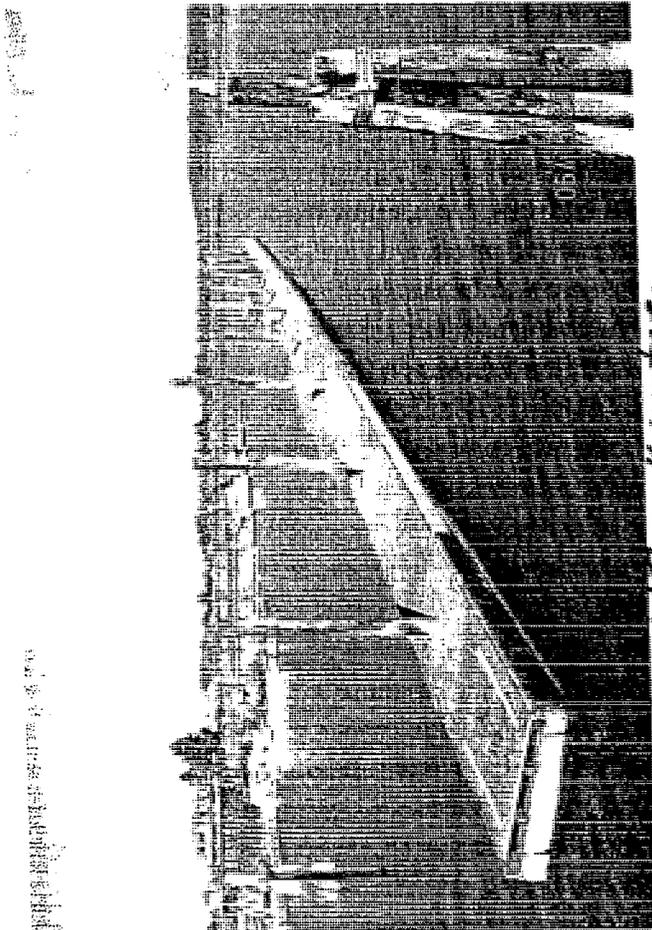
No.	Description	Date

Willapa Harbor  
Tokeland Commercial/Retail  
Building

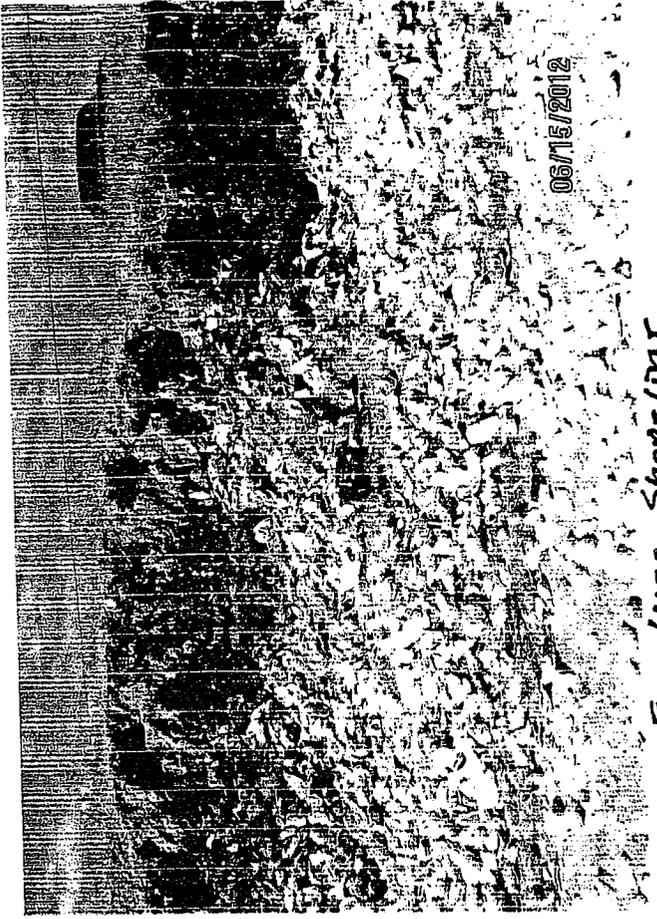
**GERALD MERTL**  
LANDSCAPE ARCHITECT

550 McKinley Road  
Cosmopolis, VA 88537  
PH: 360-532-6753  
Fax: 360-528-1180

Tokelaud Marina - Existing Facilities

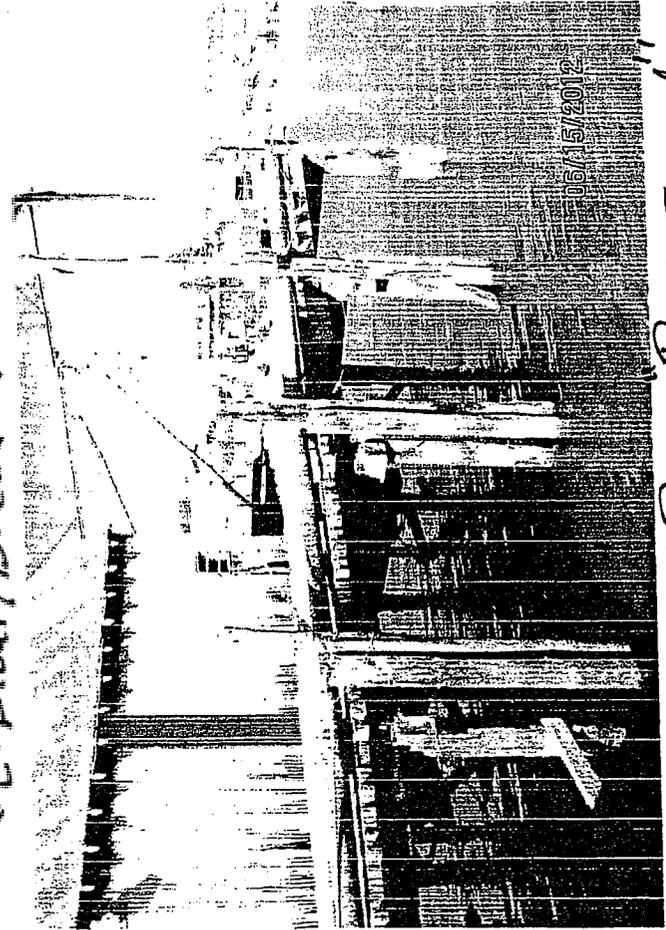


Float/Breakwater



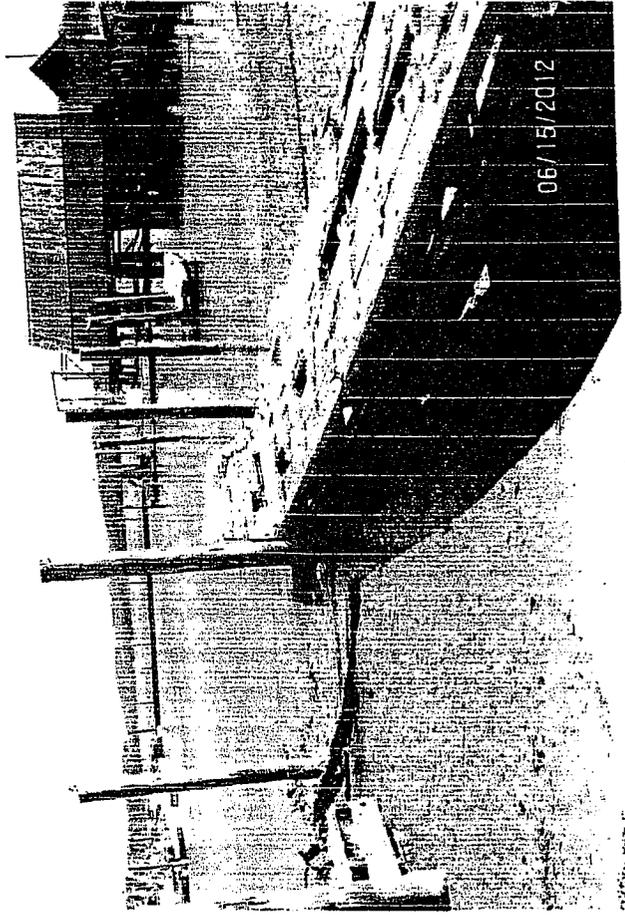
Eroding Shoreline

06/15/2012



Commercial Pier - Red Tagged

06/15/2012



Old Floats

06/15/2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**REQUESTED MEETING DATE:**  
 5/13/2013

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 5/8/2014
NARRATIVE OF REQUEST	
Open public hearing Swear in those wishing to testify Take testimony Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Open Space Taxation Agreement as submitted by Skip & Kathy Friese and Matt & Karen Bannish; described as Tax Lot 12, Sect 36, Twn 13N, Rge 8W (1.62 acres); West 14.2 Acres of Tax Lot 13, Sec 25, Twn 13N, Rge 8W; and Assessor's Parcel Number- 13083622012 & PTN 13082533013	

**Current Use Application  
Timber Land Classification  
Parcels with Multiple Ownerships**

Chapter 84.34 RCW

*Pacific*

County

**File with County Legislative Authority**

Owner Name/Legal Entity Name (if legal entity, list all owners, partners, members, etc. of legal entity) and Parcel Number.  
 Parcel 1. Matthew & Karen Bannish  
Skip & Kathy Friese  
 Parcel 2. Same  
 Parcel 3. \_\_\_\_\_  
 Parcel 4. \_\_\_\_\_  
 Parcel 5. \_\_\_\_\_

**Notice of Approval or Denial**

Application approved       Application denied  
 All parcel(s)                       Portion(s) of parcel(s)

Date of approval/denial: \_\_\_\_\_  
 Owners notified on: \_\_\_\_\_  
 Assessor notified on: \_\_\_\_\_  
 If approved, Agreement mailed on: \_\_\_\_\_  
 County Legislative Authority Signature: \_\_\_\_\_

**APPEAL:** A denial of an application for classification as timber land may only be appealed to County Superior Court.

Parcel 1: Address and Legal Description <u>OXBOW ROAD Parcel # 1308362202</u>	Sec: <u>36</u> Twp: <u>13 N.</u> Rge: <u>8 W.</u>
Parcel 2: Address and Legal Description <u>OXBOW ROAD The West 14.2 acres of Parcel # 13082533013</u>	Sec: <u>25</u> Twp: <u>13 N</u> Rge: <u>8 W</u>
Parcel 3: Address and Legal Description	Sec: _____ Twp: _____ Rge: _____
Parcel 4: Address and Legal Description	Sec: _____ Twp: _____ Rge: _____
Parcel 5: Address and Legal Description	Sec: _____ Twp: _____ Rge: _____

Describe how all parcels subject to this application are being managed as part of a single operation. The County Legislative Authority may request additional information to verify all parcels considered contiguous, for the purposes of this classification, are being managed as part of a single operation. Additional information may include, but is not limited to, federal income tax returns and schedules, articles of incorporation, partnership agreements, rental or lease agreements, and operating agreements.

*Both parcels were purchased from an estate, with the timberlands divided from the pastureland.*

Describe the familial relationships between all owners of parcels subject to this application. The County Legislative Authority may request additional information to verify all owners of contiguous parcels meet the definition of "family" as defined in RCW 84.34.020(6)(b)(ii). Additional information may include, but is not limited to, birth certificates, marriage certificates, state registered domestic partner agreements, and adoption documents.

*Matthew & Karen Bannish & Skip & Kathy Friese are two couples, who have purchased properties together forming a partnership.*

# Timber Land Application Addendum

Each parcel owner must complete a separate addendum and attach it to the application form. If a question on this addendum is addressed in the timber management plan, please indicate this after the applicable question.

Owner Name:

Parcel Number: 13083622012 & West 14.2 acres of 13082533013

- How many acres is your parcel?  $1.62 + 14.2 = 15.82$  acres
- When did you acquire this parcel? Through sale of an Estate
- Give a brief description of the timber on the land or, if harvested, your plan for restocking.  
The timber stand is Douglas fir approx. 30+ years old. The area will be replanted with 6 mths. of harvest with 1:1 Douglas fir.
- Do you have an existing timber management plan for this land?  Yes  No  
If yes, has it existed for more than one year?  Yes  No  
If yes, describe the nature and extent to which the plan has been implemented or changed.  
The land was in agricultural use and was part of farm land that included two residences and pastureland including the stand of timber that is being separated.
- Is the land used for grazing?  Yes  No  
If yes, how many acres are used for grazing?  
The property (timber) was separated from the pasture/agriculture
- Has this land been subdivided or has a plat been filed with respect to the land?  Yes  No  
The timberland was separated from the pasture, residential
- Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain.  Yes  No  
We understand the DNR guidelines also.
- Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610?  Yes  No  
If no, please explain.
- Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain.  Yes  No
- Describe the present improvements (residence, buildings, etc.) on your parcel of land.  
There are no existing structures located on these parcels
- Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.
- Summary of your current and past experience with growing and harvesting timber.  
The partnership has been purchasing and harvesting timberlands for the last 15 years.

**NOTICE:** To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

**Timber Management Plans:**

A copy of a timber management plan must be submitted with this application. RCW 84.34.041. Each owner may either submit a separate timber management plan for their parcel(s) of land or a single timber management plan may be submitted that includes all parcels subject to this application. A timber management plan is a plan prepared by a professional forester, or by another person who has adequate knowledge of timber management practices, concerning the use of the land to grow and harvest timber. A timber management plan is required:

- When an application for classification as timber land pursuant to this chapter is submitted;
- When a sale or transfer of timber land occurs and a notice of classification continuance is signed; or
- Within sixty days of the date the application for reclassification under this chapter is received.

As owners of the parcels described in this application, we hereby indicate by our signatures below that we are aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. We also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Skip A Friese  
Matthew D. Bannish  
Kathy L. Friese  
Karen Bannish

Skip A Friese  
Matthew D. Bannish  
Kathy L. Friese  
Karen Bannish

**Assessor**

In accordance with the provisions of RCW 84.34.050(3), within ten days following receipt of the notice from the granting authority of classification of land under this chapter, the assessor must submit notice (Form REV 64 0103) to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

Amount of Processing Fee Collected \$ 175<sup>00</sup>

Date: 4/4/2014

**TIMBER MANAGEMENT PLAN**

**SUBMITTED BY: MATTHEW AND KAREN BANNISH & SKIP AND KATHY FRIESE**

71 Richter Road

Raymond, WA 98577

(360) 942-3832

PARCEL NO. 13083622012 & West 14.2 acres of PARCEL NO. 13082533013

Acreage = No. 13083622012 = 1.62 acres

No. 13082533013 = west 14.2 acres

TOTAL ACREAGE = 15.82

Matthew and Karen Bannish and Skip and Kathy Friese will purchase 15.82 acres from Hudziak LLC. The property has standing timber that is approximately 30 years old +/-.

It is planned to harvest the standing timber in summer 2014 or 2015.

At the conclusion of the harvest the area will be replanted with Douglas Fir trees. The trees will be 1:1 (1 year in the nursery and 1 year outside) that will be purchased through the Weyerhaeuser Company.

The area will be monitored and spot planting will occur as needed. Clearing of any obstructions surrounding the newly planted trees will also be performed as needed until time for the next harvest.

It is anticipated the area will again be ready for clearing in approximately 30 years with the intent to log the area in approximately 2035.



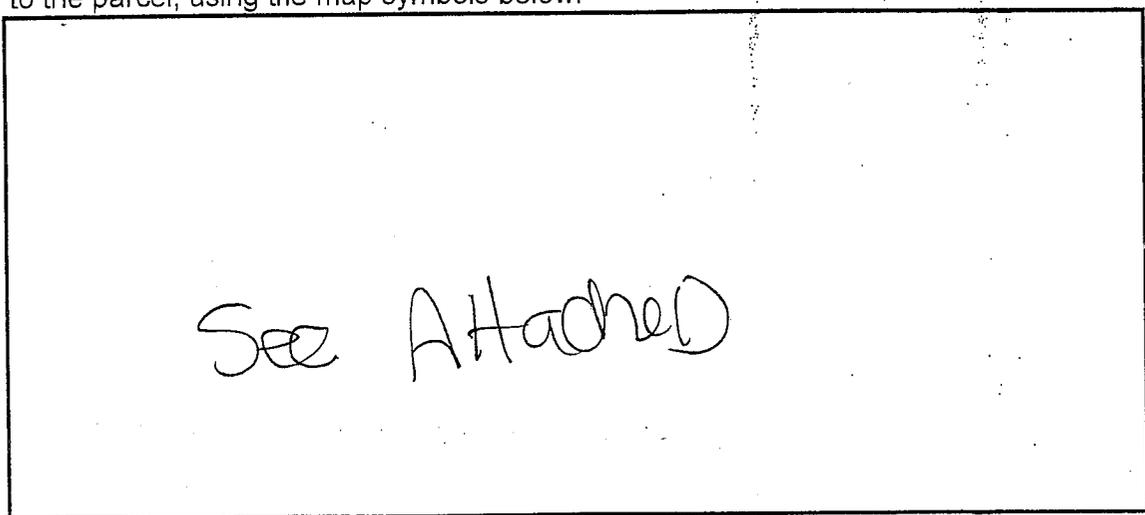
## PACIFIC COUNTY ASSESSOR'S OFFICE FOREST MANAGEMENT PLAN

Land Owner Matthew & Karen Bannister Phone 360-942-3832  
SKUD & Kathy Friesel  
 Address OXBOW ROAD  
 Parcel # 13083622012 & 13082533013 <sup>NE 1/4 20040</sup> SEC 36 & 25 TWP 13N RGE 8W  
 Property Location MENLO - OXBOW ROAD

### LAND USE AND OBJECTIVES

Please describe the current use of the property and your future intentions for the acreage in application.  
The land was part of a large parcel that included 2 homes & pastures. The timberland is being sold separately to create three lots

Please provide a sketch or attach a map to illustrate the timber areas in relation to the parcel, using the map symbols below.



#### MAP SYMBOLS

Property Lines \_\_\_\_\_ Timber Stand Boundary ||||| Wetlands (W)  
 Improved Roads ===== Streams ~~~~~ Buildings (B)

STAND#	ACRES	SPECIES	AGE	%STOCKING
1-Taxi 2	Mixed 1.62	Mixed Species	30+-YR.	100%
2=	14.2	Mixed Species	30+-YR	100%

CONTINUED...

**HARVEST**

STAND #	HARVEST TYPE (CLEARCUT/PARTIAL)	VOLUME REMOVED%	APPROXIMATE HARVEST DATE
1	clearcut	100%	30+ - years
2	clearcut	100%	30+ - years

**REFORESTATION**

STAND #	METHOD OF REFORESTATION	SPECIES	STOCK SIZE	PROPOSED # OF TREES PER ACRE	DATE OF REFORESTATION
1	Replant	Douglasfir	1:1		within 6 months of harvest
2	Replant	Douglasfir	1:1		within 6 months of harvest

**TIMBER STAND IMPROVEMENT (TSI)**

STAND #	TSI ACTIVITY	TREATMENT DATE	TYPE OF CHEMICAL OR FERTILIZER	POST THINNING TREES/ACRE
1	In accordance with DNR guidelines &			Title 76 RCW
2	same			

OTHER LAND MANAGEMENT ACTIVITIES (Describe)

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DESCRIBE THE PRESENT IMPROVEMENTS ON THIS PROPERTY (buildings, etc.)

NO STRUCTURE

IS THE LAND SUBJECT TO A LEASE, OPTION, OR OTHER RIGHTS WHICH PERMIT IT TO BE USED FOR ANY PURPOSE OTHER THAN GROWING AND HARVESTING TIMBER? YES OR  NO

IF YES, EXPLAIN

IS ALL OF THE LAND SUBJECT TO A (FOREST) FIRE PATROL ASSESSMENT?  YES OR NO

IF NOT, PLEASE EXPLAIN.

ARE YOU AND IS YOUR LAND IN COMPLIANCE WITH THE RESTOCKING, FOREST MANAGEMENT, FIRE PROTECTION, INSECT AND DISEASE CONTROL, AND FOREST DEBRIS LAWS? (TITLE 76 RCW)  YES OR NO

IF NOT, PLEASE EXPLAIN

SIGNATURES OF ALL OWNERS

Shirley A. Jones  
Kathy L. Jones

Matthew Barnes  
Karen Barnes

# Pacific County Tax Lot Map

Stand #1 Stand #2  
Tax Lots - 13083622012 & 13082533013

1 inch = 250 feet

West 14.2 Acres  
As shown on Survey

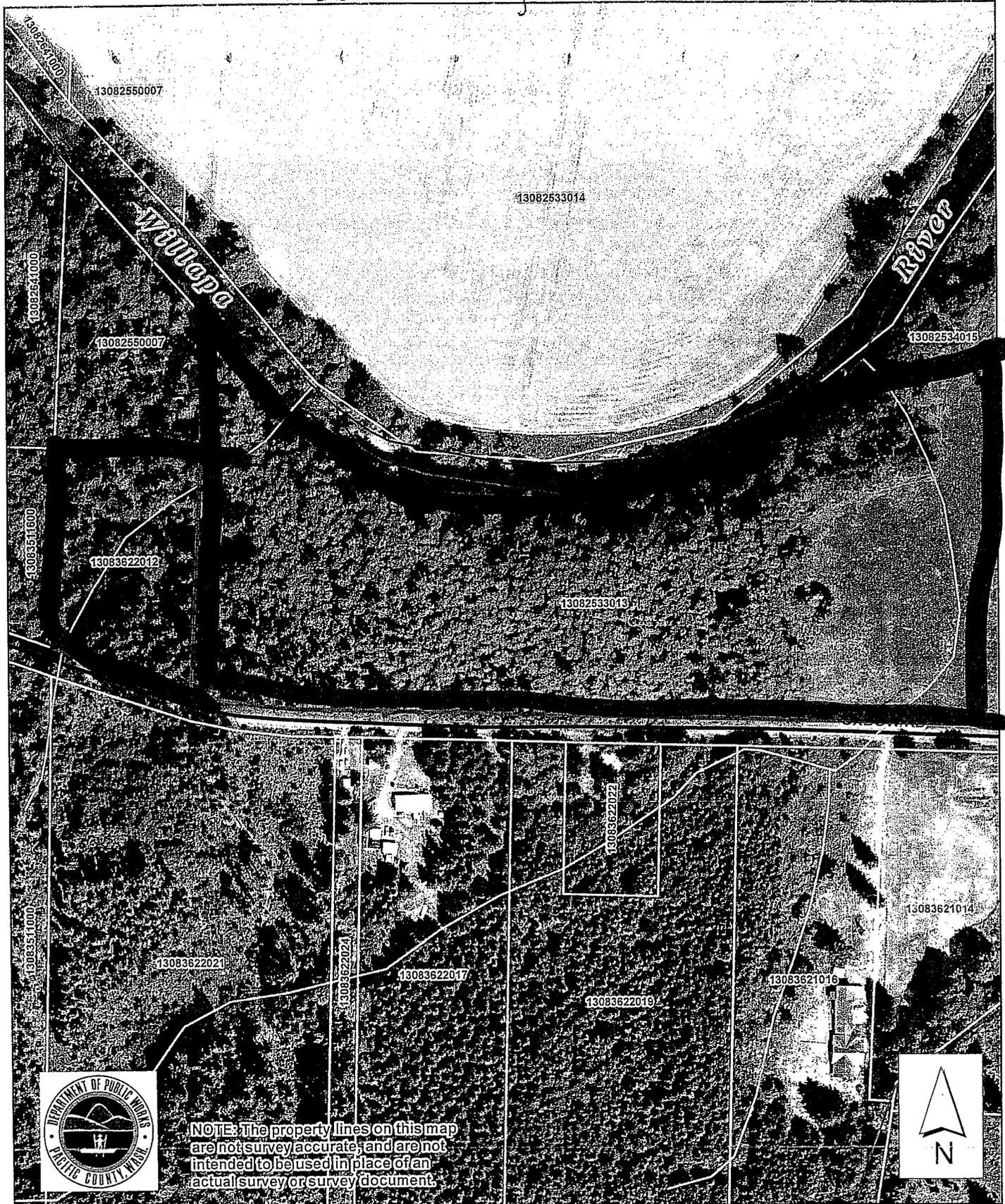
#### Disclaimer:

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.

When Recorded Return to:

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

## OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Matt & Karen Bannish and Skip & Kathy Friese
Legal Description --	Tax Lot 12, Sect 36, Twn 13N, Rge 8W (1.62 acres); West 14.2 Acres of Tax Lot 13, Sec 25, Twn 13N, Rge 8W.
Assessor's Property Tax Parcel or Account Number	13083622012 & PTN 13082533013
Reference Numbers of Documents Assigned or Released	
This agreement between	Matt & Karen Bannish and Skip & Kathy Friese
hereinafter called the 'Owner', and	Pacific County

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Timber Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: May 13, 2014

Granting Authority:

\_\_\_\_\_  
Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
(Must be signed by all owners)

Dated signed agreement received by Legislative Authority: \_\_\_\_\_

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)



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

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

**REQUESTED MEETING DATE:**  
 5/13/2013

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 5/8/2014
NARRATIVE OF REQUEST	
Open public hearing Swear in those wishing to testify Take testimony Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ authorizing the transfer of Current Expense (Fund Balance) Fund 001 to Interfund Support (Operating Transfer) Fund 001 in the amount of \$526,334	

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a public hearing to consider fiscal year 2014 supplemental budget requests as follows:

<b>Revenue - Source</b>	
(001) Current Expense – Fund Balance	\$526,334.00

<b>Expenditure - Use</b>	
(001) Interfund Support – Operating Transfer	\$526,334.00

*Detailed information is available upon request of the Clerk of the Board, Pacific County Commissioners' Office (360-875-9337)*

Said meeting will be conducted in the Commissioners' Meeting Room in the Pacific County Courthouse Annex in South Bend, Washington, 1216 W Robert Bush Drive, on the 13<sup>th</sup> day of May, 2014, at the hour of 10:00 AM, or as soon thereafter as possible. Any person may appear and offer comments regarding the supplemental budget requests. The Board will act to approve, reduce, or reject the supplemental requests.

This 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 (Suite "F" of the Pacific County Annex located at 1216 W Robert Bush Drive in South Bend, Washington), by mail (PO Box 187, South Bend, WA 98586), or by phone (360-875-9337 or TDD 360-875-9400).

Marie Guernsey  
Clerk of the Board

**PLEASE PUBLISH TWO TIMES:**

**Chinook Observer – April 30, 2014  
May 7, 2014**