

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

**Regular Meeting
Tuesday, June 24, 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.

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

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)*

No business to come before the Local Board of Health

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.

Pacific County is an Equal Opportunity Employer and Provider

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

**Tuesday, June 24, 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)*

11:00 AM Workshop w/ Sheriff's Office re: Spillman Mobile Law Forms
1:00 PM Pre-budget review

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

6:00 PM Public Meeting re: use of off-road vehicles on county roads

Call to Order

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

CONSENT AGENDA (Items 1-7)

Department of Public Works

- 1) Approve continuance of Performance Bond pertaining to Road Haul Permit No. 2014-13 with Scarsella Brothers, Inc.
- 2) Approve Local Agency Agreement Supplement No. 1 for the Sandridge Road Resurfacing Project; authorize Chair to sign
- 3) Approve revised Exhibit A to Communication Facility Use Agreements with King Broadcasting, Pacific Lutheran University, and the National Park Service; authorize Chair to initial
- 4) Approve request of Ocean Park Area Chamber of Commerce for use of equipment for Annual 4th of July Celebration
- 5) Authorize return of 5% bind bond to Northwest Rock, Inc. pertaining to Chip Rock Bid No. 2014-01

General Business

- 6) Acknowledge 25-year Certificate of Membership with the WA Counties Risk Pool
- 7) Approve Vendor Claims:
Warrants Numbered 122609 thru 122719 - \$396,368.40
Warrants Numbered _____ thru _____ - \$_____

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YEARS OF SERVICE

- 8) 5 Years – Sean M. Patterson (PCSO)
25 Years – Shelly Mittge (DPW)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 9) Consider acceptance of Contract and Performance Bond from Lakeside Industries pertaining to the Sandridge Road Resurface Project; return bid bonds to Lakeside Industries and Naselle Rock & Asphalt, Co., Inc.
- 10) Consider approval of Communications Facility Use Agreements with LIN Television Corp. LLC (KO & Megler Sites), WA State Dept. of Transportation (Holy Cross Site), and Calvary Chapel of Twin Falls, Inc. (Megler Site)
- 11) Consider approval of Microsoft “Select Plus Agreement”; authorize Chair to sign

ITEMS REGARDING COUNTY FAIR

- 12) Consider approval of Agreement for Operation of Carnival and related facilities at the 2014 fair with Haworth Family Shows, Inc.

ITEMS REGARDING COMMUNITY DEVELOPMENT

- 13) Consider adoption of Resolution 2014-_____ amending their petty cash fund in the amount of \$500
- 14) Consider acceptance of quote from Ford Electric for installation of grounding rod at Household Hazardous Waste Facility

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 15) Consider approval of request for an exception to the Travel and Expense Policy for the purchase of in-county meals for Family Planning, Medical Reserve Corps (Emergency Prep) and Emergency Prep programs

ITEMS REGARDING SHERIFF’S OFFICE

- 16) Consider approval of request to fill two road deputies and one corrections officer positions if/when they become vacant
- 17) Consider adoption of Proclamation establishing June 22-28, 2014 as Amateur Radio Week
- 18) Consider approval of Agreement for State Administration of County Enhanced 911 Excise Taxes with State of WA Department of Revenue; authorize Chair to sign

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

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ITEMS REGARDING AUDITOR'S OFFICE

- 19) Notice of Alex Millican's probation completion; Grade 7 Step 1 to Grade 9 Step 1, effective July 1, 2014

ITEMS REGARDING CIVIL SERVICE

- 20) Consider approval of Test Security Agreement with IPMA-HR and confirm Chair's signature

ITEMS REGARDING RISK MANAGEMENT

- 21) Acknowledge receipt of Claim for Damages #2014-03-004 and authorize payment of claim

ITEMS REGARDING GENERAL BUSINESS

- 22) Consider approval of the following recommendations from Pacific Council of Governments regarding the 0.09% Local Sales Tax Funds Allocation; approve the following contracts:

Short Term Projects	# of Years	Amount
1. Port of Willapa Harbor PROJECT: Tokeland Marina Seafood/Local Projects Market	1	\$25,000.00
2. Port of Peninsula PROJECT: Beach to Bay Trail Segment 4 Planning/Permitting	1	\$25,000.00
3. Pacific County EDC PROJECT: Targeted Marketing Efforts	1	\$8,000.00

- 23) Consider adoption of Resolution 2014-_____ establishing the fy2015 Budget Calendar
- 24) Consider approval of letter of support to the WA Trust for Historic Preservation for a grant application for funding to repair the exterior of the Courthouse; authorize Chair to sign

EXECUTIVE SESSION

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

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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:

June 24, 2014

AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #:		
		Initial:	Date:	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> DEFERRED TO:	Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> CONTINUED TO DATE: _____		TIME: _____	<input type="checkbox"/> Risk Management	
<input type="checkbox"/> OTHER: _____			<input type="checkbox"/> 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: 6-12-14
NARRATIVE OF REQUEST	
<p>Scarsella Brothers, Inc. submitted Road Haul Permit No. 2014-13 for hauling on Monohon Landing Road and Elk Creek Road. They have requested to continue Performance Bond No. 023023546 in the amount of \$11,500 previously accepted in the 12/20/2012 BOCC Meeting.</p> <p>Please approve continuation of this bond that 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:

June 24, 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

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 6-14-14

NARRATIVE OF REQUEST

The attached Local Agency Agreement Supplement No. 1 for the Sandridge Road Resurfacing Project MP 7.00 (155th Street) to MP 8.30 (180th Place) will secure the Surface Transportation Program (STP) construction funds for the project scheduled for 2015.

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



Agency County of Pacific		Supplement Number 1
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on June 10, 2014

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name Sandridge Road Resurfacing Project Length 1.30 miles
Termini MP 7.00 (155th Street) to MP 8.30 (180th Place)

Description of Work ☒ No Change

Reason for Supplement

Request Construction Funds

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: _____

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE <u>86.5</u> % Federal Aid Participation Ratio for PE	a. Agency	27,000.00		27,000.00	3,645.00	23,355.00
	b. Other					
	c. Other					
	d. State	3,000.00		3,000.00	405.00	2,595.00
	e. Total PE Cost Estimate (a+b+c+d)	30,000.00		30,000.00	4,050.00	25,950.00
Right of Way _____% Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction <u>86.5</u> % Federal Aid Participation Ratio for CN	k. Contract		625,000.00	625,000.00	84,375.00	540,625.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		20,000.00	20,000.00	2,700.00	17,300.00
	p. State		5,000.00	5,000.00	675.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		650,000.00	650,000.00	87,750.00	562,250.00
r. Total Project Cost Estimate (e+j+q)		30,000.00	650,000.00	680,000.00	91,800.00	588,200.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____



Board of Pacific County Commissioners
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Phone 360/875.9337 / Fax 360/875.9335

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

REQUESTED MEETING DATE:

24 June 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

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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☐ PC Fair

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☐ Clerk

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☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/16/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is revised Exhibit A for King Broadcasting for their facility use at both KO and Megler sites. The rate in Exhibit A is being increased from \$10,537 to \$12,745 annually, a 21% increase.

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

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON**

(KO SITE)

ITEM NO	QUANTITY	EQUIPMENT LIST	ANNUAL RATE
1	2	Moseley DTVLink A Transmitter	\$1,587.00
2	2	Moseley DTVLink A Receiver	\$1,587.00
3	2	Six (6) foot 6 GHZ Microwave Antennas (Shared with two (2) additional users)	\$1,089.00
4	1	Equipment Rack	\$415.00
5	1	Shelter floor space for one Equipment Rack	\$0.00
6	1	Tower space for two (2) six (6) foot Microwave Antennas mounted at thirteen (13) feet and nine (9) feet above the tower base.	\$0.00

(MEGLER SITE)

ITEM NO	QUANTITY	EQUIPMENT LIST	ANNUAL RATE
7	1	Moseley DTVLink A Transmitter	\$793.00
8	1	Moseley DTVLink A Receiver	\$793.00
9	1	Six (6) foot 6 GHZ Microwave Antennas (Shared with two (2) additional users)	\$792.00
10	1	2 GHZ Receive Antenna	\$563.00
11	1	Emcee TTHDU-250 Transmitter	\$4,265.00
12	1	Kathrein K723417 Antenna Array (Shared with one other user)	\$446.00
13	1	Equipment Rack	\$415.00
14	1	Shelter floor space for one (1) Equipment Rack And one (1) UHF transmitter cabinet	\$0.00
15	1	Tower Space for one (1) six (6) foot Microwave antenna Mounted fifteen (15) feet above the tower base.	\$0.00

Total Annual Rate	\$12,745.00
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Exhibit A AGREED TO

LESSOR INITIALS _____ **DATE** _____

LESSEE INITIALS _____ **DATE** _____

King Broadcasting Co.
Communications Facility Use Agreement – Megler/KO

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **KING BROADCASTING CO.**, (hereinafter called **KING**), this 21st day of May, 2007.

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

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of ten (10) years from date of this agreement and is renewable, upon the terms and conditions set forth in this Section 1.

If **KING** is not in default under this Use Agreement, **KING** shall have the option to renew the Use Agreement for one additional term of ten years. All terms and conditions of the Use Agreement shall remain the same during the renewal except for rent, which shall be adjusted as set forth in Section 5 below. The option shall be exercised, if at all, by written notice to the County given not less than 120 days prior to the expiration date of the original term of this Use Agreement.

2. **TERMINATION BY KING:**

- 2.1 **KING** shall have the right to terminate this Use Agreement upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:

- (a) If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of **KING's** equipment cannot

be obtained, or if **KING** determines in its reasonable judgement that the cost of obtaining such approval is prohibitive.

- (b) If **KING** determines at any time that the premises are not appropriate for **KING's** equipment for technological reasons including, but not limited to, signal interference.
- (c) If **KING's** license is revoked, removed or suspended.
- (d) An adjustment in rates pursuant to paragraph 5 below is unsatisfactory to KING.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **KING** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** **KING** shall pay the COUNTY annually the amount as determined by Exhibit "A" of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.

5. **RATES:** At the end of the first five years of this Use Agreement the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector; however in no case shall the adjustment exceed twenty five (25%) percent.
6. **INDEMNITY:** Each party (the "Indemnitor") agrees to indemnify, defend, and hold the other party harmless from any liabilities or claims or injuries to property or persons on or about the premises which are occasioned by the use of the premises and caused by reason of the acts or omissions of the Indemnitor, its agents, contractors, licenses, employees, or invitees. Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the COUNTY, its agents or employees and (b) **KING**, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnitor's agents or employees. If **KING** requests proof of liability insurance by the COUNTY, the COUNTY shall provide evidence of such insurance. Currently the COUNTY is insured by the Washington Counties Risk Pool.
7. **RIGHT OF USE:** The COUNTY shall provide **KING** the exclusive right to use the tower and shelter space described in Exhibit A, environmental controls, (HVAC) and electrical service equipment. The tower sites include security fencing. The COUNTY shall provide **KING** with permission to access to the tower sites 24 hours a day, seven days a week, however, the County shall not be responsible for denial of access due to the actions of Private Timberland owners or events rendering the timberland roads impassable. **KING** shall establish an account with Pacific County Public Utility District No. 2 for delivery and metering of electric energy at the Megler Site. **KING**

shall install communications equipment as described in Exhibit "A" of this Use Agreement. The facilities covered by this Use Agreement, and reserved for **KING'S** exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude, 3.7 miles Northeast of Chinook, Washington (Megler Site) and at 46° 27' 13" North Latitude, 123° 32' 52" West Longitude, 7.2 miles South of Lebam, Washington (KO Site).

8. **EQUIPMENT:** **KING** shall install and maintain equipment using good communication systems practices, and in accordance with all applicable codes. **KING** shall also adhere to the Pacific County Facility Use standards described in Exhibit B and made a part of this agreement.
9. **INTERFERENCE:** **KING** shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include but not be limited to filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **KING** equipment, **KING** shall cooperate; however, **KING** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment first installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved the equipment described in Exhibit "A" attached hereto.* (Defined as pre-existing site users whose installation of equipment at the Megler and KO

Sites predates the installation of KING's Equipment at the Megler and KO Sites).

10. **SECURITY AND MAINTENANCE**: The COUNTY shall provide reasonable security for the premises throughout the term of the Use Agreement at no additional charge to **KING**. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **KING** shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **KING** shall notify the COUNTY of such default and request cure within ten (10) days.
11. **IMPROVEMENTS**: All construction, improvements and or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
12. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of **KING** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **KING** shall be entitled to terminate the Use Agreement according to paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **KING**, there shall be an equitable reduction of rent until the damage has been repaired.
13. **TAXES**: **KING** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A R.C.W., and any State and Local regulations issued thereto.
14. **OWNERSHIP OF EQUIPMENT**: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit "A", installed at the site by **KING** shall be

and remain the property of **KING** and may be removed or replaced by **KING** at any time from time to time, provided that **KING** repairs any damage caused in conjunction with such removal and replacement.

15. **ASSIGNMENT**: It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **KING** may assign this Use Agreement upon prior written notice to, but without the consent of County to (i) any affiliate of **KING**, or (ii) any entity which buys all or substantially all of the assets of **KING** used in connection with the operation of **KING**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.
16. **ATTORNEY'S FEES**: Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party.
17. **AUTHORITY**: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
18. **ALL WRITINGS CONTAINED HEREIN**: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
19. **WAIVER OF SUBROGATION**: County and **KING** hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against

under any fire and extended coverage policy available in the state of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing:

20. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

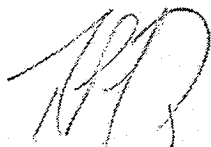
If to County: Pacific County
Department of Public Works
P O Box 66
South Bend, WA 98586-0066
Attention: Telecommunications Engineer

If to KING: King Broadcasting Co.
c/o Eric Dausman
KGW Northwest NewsChannel 8
1501 SW Jefferson Street
Portland, OR 97201

With a copy to: Peter A Sergienko
Davis Wright Tremaine
1300 S.W. Fifth Avenue, Suite 2300
Portland, OR 97201

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS 21st
day of May, 20 02.

KING BROADCASTING CO.



BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
P.O. Box 187
South Bend, WA 98586

Signature

APPROVED AS TO FORM:

David Burke Prosecutor

Chairperson

Jon C. King

Commissioner

Ray Lawrence

Commissioner

N B Campbell

ATTEST:

Sally Down

Clerk of the Board

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON**

(KO SITE)			
ITEM NO.	QUANT.	EQUIPMENT LIST	ANNUAL RATE
1	2	Microwave Radio Corp. FLR-6 Receiver	\$1312.00
2	2	Microwave Radio Corp. FLR-6 Transmitter	\$1312.00
3	2	Six (6) foot 6 GHZ Microwave Antennas (Shared with two (2) additional users)	\$ 900.00
4	1	Equipment Rack	\$ 343.00
5	1	Shelter floor space for one Equipment Rack	
6	1	Tower space for two (2) six (6) foot Microwave	

King Broadcasting Co.

COMMUNICATIONS FACILITY USE AGREEMENT - MEGLER/KO

PDX 1626928v2 0045185-000015

PAGE 8

antennas mounted at thirteen (13) feet and nine (9) feet above the tower base.

(MEGLER SITE)

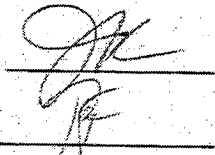
4	1	Microwave Radio Corp. FLR-6 Receiver	\$ 656.00
5	1	Microwave Radio Corp. FLR-6 Transmitter	\$ 656.00
6	1	Six (6) foot 6 GHZ Microwave Antennas (Shared with two (2) additional users)	\$ 655.00
7	1	2 GHZ Receive Antenna	\$ 466.00
8	1	Axcera 830 A 1000W Transmitter	\$3525.00
9	1	Kathrein K723417 Antenna Array (Shared with one other user)	\$ 369.00
10	1	Equipment Rack	\$ 343.00
11	1	Shelter floor space for one (1) Equipment Rack and one (1) UHF transmitter cabinet	
12	1	Tower space for one (1) six (6) foot Microwave antenna mounted fifteen (15) feet above tower base.	

TOTAL ANNUAL RATE

\$10,537.00

EXHIBIT A AGREED TO

LESSOR INITIALS



DATE

8/28/07

LESSEE INITIALS



DATE

5/21/07

EXHIBIT B

PACIFIC COUNTY FACILITY USE STANDARDS

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

General

1. Pacific County communications facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.
2. Where applicable, personnel entering a facility building shall use the security access device before entering.

King Broadcasting Co.

COMMUNICATIONS FACILITY USE AGREEMENT - MEGLER/KO

PDX 1626928v2 0045185-000015

PAGE 9

3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.
4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personnel safety and fall restraint equipment.

Towers

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

Equipment Building

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.
2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.

3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.
4. Lighting arrestors are recommended at the building entrance.
5. Equipment wiring shall be installed in a neat workman like manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.
6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.
7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.
8. Emergency power system and H.V.A.C. system controls shall not be tampered with, changed or turned off. Site alarms are generated and county personnel may be dispatched unnecessarily.


EXHIBIT B AGREED TO

LESSOR INITIALS



DATE 8/28/07

LESSEE INITIALS



DATE 5/21/07

King Broadcasting Co.

COMMUNICATIONS FACILITY USE AGREEMENT - MEGLER/KO

PDX 1626928v2 0045185-000015

PAGE 11



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:

24 June 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: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/16/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is revised Exhibit A for Pacific Luthern University (KPLU) for their facility use at Holy Cross site. The rate in Exhibit A is being increased from \$1,553 to \$1,832 annually, an 18% increase.

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

EXHIBIT "A"
PACIFIC COUNTY, WASHINGTON

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

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

EXHIBIT "A" AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

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

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

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

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

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of ten (10) years from date of this agreement and is renewable, for one (1) additional term of ten (10) years. The terms and conditions of the renewal shall be the same as set forth in this Agreement, except Annual Use Rate, which shall be determined by Section Five (5) of this Agreement.
2. **TERMINATION:** The Use Agreement may be canceled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement on any anniversary date by giving the other party notice of intent to terminate this Use Agreement at least thirty (30) days prior to the anniversary date. Upon termination of this Agreement, KPLU shall remove its equipment from the property and surrender the property to the COUNTY. Thereafter, all rights and obligations of the parties to this Agreement shall cease.
3. **EVENTS OF DEFAULT, NOTICE OF OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if KPLU fails to make a payment hereunder when due, (each individually, an

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

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

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

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

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

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

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

8. **EQUIPMENT:** KPLU shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. KPLU shall also adhere to the Pacific County Facility Use Standards described in Exhibit "B" and made a part of this Agreement.

9. **INTERFERENCE:** KPLU shall provide all necessary equipment to eliminate any interference to existing site users from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters.

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

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

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

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

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

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

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

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

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

PACIFIC LUTHERAN UNIVERSITY




Signature

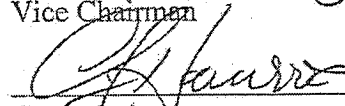
BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586



Chairperson




Vice Chairman



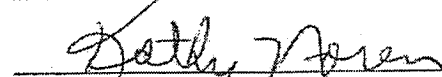
Commissioner

APPROVED AS TO FORM:



David T. Burke

ATTEST:



Clerk of the Board

EXHIBIT "A"
PACIFIC COUNTY, WASHINGTON

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

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

EXHIBIT "A" AGREED TO:

LESSOR INITIALS

PSNRCE

DATE

10-28-08

LESSEE INITIALS

[Signature]

DATE

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

EXHIBIT "B"

PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.

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

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.

2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.

3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.

4. Lighting arrestors are recommended at the building entrance.

5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays.

6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.

7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.

8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT "B" AGREED TO:

LESSOR INITIALS PL 78 2008 DATE 10-23-08

LESSEE INITIALS [Signature] DATE

Pacific Lutheran University
Communication Facility Use Agreement - Holy Cross
Pacific County Facility Use Standards
Exhibit "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:

24 June 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: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt.

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/16/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is revised Exhibit A for National Park Service for their facility use at Megler site. The rate in Exhibit A is being increased from \$2,174 to \$2,500 annually, a 15% increase.

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

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)

ITEM NO.	QUANTITY	EQUIPMENT LIST	ANNUAL RATE
1	1	Repeater TX169.6875 MHZ RX 164.0875 MHZ 60 watts incl Duplexer, isolator, cavity, battery backup	\$1,700.00
2	1	3db omni exposed Diapole antenna	\$600.00
3	1	½ rack space	\$200.00

Total Annual rate

\$2,500.00

EXHIBIT A AGREED TO

LESSOR INITIALS _____

DATE _____

LESSEE INITIALS _____

DATE _____

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
NPS #G9420080015**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **NATIONAL PARK SERVICE LEWIS AND CLARK NATIONAL HISTORIC PARK** (hereinafter called NPS), this 13th day of May, 2008.

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

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of ten (10) years from date of this agreement and is renewable, upon the terms and conditions set forth in this Section 1.

If NPS is not in default under this Use Agreement, NPS shall have the option to renew the Use Agreement for one additional term of ten years. All terms and conditions of the Use Agreement shall remain the same during the renewal except that there shall be no additional option to renew the rent, which shall be adjusted as set forth in Section 5 below. The option shall be exercised, if at all, by written notice to the County given not less than 120 days prior to the expiration date of the original term of this Use Agreement.

2. **TERMINATION BY LESSEE:**

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

- (a) If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of NPS's equipment cannot be obtained, or if NPS

determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.

(b) If NPS determines at any time that the premises are not appropriate for NPS's equipment for technological reasons including, but not limited to, signal interference.

(c) If NPS's license is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:**

If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if NPS fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** NPS shall pay the COUNTY annually the amount as determined by Exhibit "A" of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis. Pacific County shall invoice NPS for each payment due. NPS shall pay Pacific County directly into their account via EFT transfer.

5. **RATES:** At the end of the first five years of this Use Agreement the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector; however in no case shall the adjustment exceed twenty-five (25%) percent. In the event of renewal of this agreement, the rates shall be adjusted as above, at the ten

(10) year renewal time and at the fifteen (15) year mid point of the renewal period.

6. **PREMISES:** The COUNTY shall provide NPS tower and shelter space, environmental controls, (HVAC) and electrical service equipment in addition to fenced security and access to the facility. NPS shall install communications equipment as described in Exhibit "A" of this Use Agreement. Facilities covered by this Use Agreement, and reserved for NPS's exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude, (Megler Site).
7. **EQUIPMENT:** NPS shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. NPS shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this agreement.
8. **INTERFERENCE:** NPS shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include but not be limited to filters, cavities, isolators, combiners, amplifiers, and splitters. Should
*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of Fisher's Equipment at the Megler Site).

subsequent site users find it necessary to install interference mitigating devices on NPS equipment, NPS shall cooperate; however, NPS shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment first installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods

must be employed. The COUNTY has approved the equipment described in Exhibit "A" attached hereto.

9. **SECURITY AND MAINTENANCE:** The COUNTY shall provide reasonable security for the premises throughout the term of the Use Agreement at no additional charge to NPS. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. NPS shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, NPS shall notify the COUNTY of such default and request cure within ten (10) days.
10. **IMPROVEMENTS:** All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
11. **CASUALTIES:** If a tower or building is damaged or destroyed that contains equipment of NPS and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then NPS shall be entitled to terminate the Use Agreement according to paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by NPS, there shall be an equitable reduction of rent until the damage has been repaired.
12. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit "A", installed at the site by NPS shall be and remain the property of NPS and may be removed or replaced by NPS at any time from time to time, provided that NPS repairs any damage caused in conjunction with such removal and replacement.
13. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the

other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NPS may assign this Use Agreement upon prior written notice to, but without the consent of County to (i) any affiliate of NPS, or (ii) any entity which buys all or substantially all of the assets of NPS used in connection with the operation of NPS. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

14. **ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party, if so directed by the Equal Access to Justice Act.
15. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
16. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto, except as may be required by Federal Law.
17. **WAIVER OF SUBROGATION:** County hereby waives any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

18. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to County: Pacific County
Department of Public Works
PO Box 66
South Bend, WA 98586-0066
Attn: John Dunsmoor
Telecommunications Engineer
Phone: 360-875-9444
E-mail: jdunsmoor@co.pacific.wa.us

If to NPS: Department of Interior
National Park Service
Lewis and Clark National Historic Park
c/o Ron Tyson
92343 Fort Clatsop Rd
Astoria, OR 97103
Phone: 503-861-4432
E-mail: ron_tyson@nps.gov

North Cascade National Park
Attn: Contracting Officer
810 State Route 20
Sedro Woolley, WA 98284
Phone: 360-854-7219
Fax: 360-856-1954
E-mail: joyce_bolin@nps.gov

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS
THIS 13th DAY OF May, 2008.

NATIONAL PARK SERVICE

David M. Szymanski
David Szymanski, Superintendent
Szymanski

**LEWIS AND CLARK
NATIONAL HISTORIC PARK**

Joyce E. Bolin 4/24/08
Joyce E. Bolin, Contracting Officer
North Cascades National Park

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

Absent
Chairperson

[Signature]
Commissioner

[Signature]
Commissioner

APPROVED AS TO FORM:

David T. Burke, Prosecutor

ATTEST:

[Signature]
Clerk of the Board

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)

ITEM NO.	QUANT.	EQUIPMENT LIST	ANNUAL RATE
1	1	Repeater TX 169.6875 MHZ RX 164.0875 MHZ 60 watts incl duplexer, isolator, cavity, battery backup	\$1,474.00
2	1	3db omni exposed diapole antenna	\$523.00
3	1	½ rack space	\$177.00
TOTAL ANNUAL RATE			\$2,174.00

EXHIBIT A AGREED TO

Pacific County Commissioners

LESSOR INITIALS *JS* DATE 5/13/08

LESSEE INITIALS *JEB* DATE 4/24/08

EXHIBIT B PACIFIC COUNTY FACILITY USE STANDARDS

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

General

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

Towers

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

Equipment Building

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

EXHIBIT B AGREED TO

Pacific County Commissioners

LESSOR INITIALS

HR

DATE

5/13/08

LESSEE INITIALS

JEB

DATE

4/24/08



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:

June 24, 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:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE:

DATE:

NARRATIVE OF REQUEST

The attached letter has been received from the Ocean Park Area Chamber of Commerce for the Annual 4th of July Celebration. The Department of Public Works have no conflicts with providing the items/services. We will be dropping off the requested items at the specific location on Thursday, July 3rd and will pick up these items on Monday, July 7th.

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



OCEAN PARK AREA CHAMBER OF COMMERCE

Serving:

Klipsan – Ocean Park – Nahcotta – Oysterville – Surfside

PO Box 403; 1715 Bay Ave #1

Ocean Park, WA 98640

360-665-4448 or 888-751-9354

Email: opchamber@opwa.com <http://www.opwa.com>

June 18, 2014

Pacific County Commissioners
Department of Public Works
300 Memorial Ave
PO Box 66
South Bend, WA 98586

To Whom It May Concern:

Planning has begun for the Annual 4th of July celebration on Friday, July 4, 2014 in Ocean Park. Your department's assistance is a vital part of our Old-fashioned 4th of July Parade.

We are writing to request that your department furnish 30 Barricades. See attached list for details.

There are 28 intersections in Ocean Park where this equipment is needed, and, if at all possible, we ask that the county truck drop off the equipment at the specified intersections. The attached list indicates what equipment should be placed at each intersection and at what corners of the intersections it should be left.

Reserve Deputies from the Pacific County Sheriff's Office and Chamber of Commerce members will be using the barricades and other equipment to block off the streets for the July 4th parade. Would you please deliver the requested equipment on July 3rd and pick it up on July 4th at your convenience?

If you have any questions, please feel free to call me at 360-244-1004. Thank you for your continued help and support of our parade. We really cannot do this without your assistance!

Sincerely,

Sue Madsen and John Adams
Co Chairs
Old-Fashioned 4th of July Parade

EQUIPMENT NEEDED

- 19 Detour Signs
- 13 Straight Arrows
- 7 Left Arrows
- 5 Right Arrows

The county will furnish forty-four (44) traffic cones to hold signs and arrows.

SIGN PLACEMENT AS FOLLOWS:

- 1) 253rd and Park Avenue – 2 Detour signs; one each direction and one right arrow northbound and one left arrow southbound
- 2) 254th and Park Avenue – 2 straight arrows; one northbound and one southbound
- 3) 256th and Park Avenue – 2 Detour signs; one each direction and one right arrow northbound and one left arrow southbound
- 4) 256th and N Place – 2 Detour signs; one each direction and one left arrow northbound and one right arrow southbound
- 5) 258th and N – 2 straight arrows; one northbound and one southbound
- 6) 259th and N Place – 2 Detour signs; one each direction and two straight arrows (one northbound and one southbound)
- 7) 260th and N Place – 2 straight arrows; one northbound and one southbound
- 8) SR103 (Bay Ave.) and N Place – 2 Detour signs; one each direction and two straight arrows (one northbound and one southbound)
- 9) 262nd and N Place – 2 Detour signs; one each direction and one right arrow for northbound and one left arrow for southbound
- 10) 262nd and Vernon – 1 Detour sign and one left arrow for northbound
- 11) 270th and Vernon – 2 Detour signs; one each direction and one right arrow for eastbound and one left arrow for southbound
- 12) 270th and U Street – 2 Detour signs; one each direction and two straight arrows (one eastbound and one westbound)
- 13) 270th and Z Street – 2 Detour signs; one each direction and one straight arrow eastbound and one left arrow for northbound Z Street traffic to westbound 270th.



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:

June 24, 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:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CE

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE:

Michael Collins

DATE:

6-12-14

NARRATIVE OF REQUEST

At the February 11, 2014 Meeting Northwest Rock, Inc. was awarded Supply and Delivery of Chiprock to Willapa Stockpile and Lebam School stockpile. At that time a 5% bid bond was submitted which was held until delivery and acceptance of the product. At this time the 5% bid bond presented by Northwest Rock, Inc. can be returned.

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:

6/24/2014

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: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE:

6/16/2014

NARRATIVE OF REQUEST

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

Acknowledge 25 year Certificate of Membership from WA Counties Risk Pool

CERTIFICATE OF MEMBERSHIP

Presented to
PACIFIC COUNTY

*in recognition and appreciation of
your WCRP membership since*

October 1, 1988



WASHINGTON
COUNTIES
RISK POOL

Created by Counties for Counties

Vyrl L. Hill

Executive Director

Larry D. DeLo

President, PY 2014

**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, June 24, 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

122609 thru 122719 \$ 396,368.40

Warrants Dated: June 13, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

Years of Service Report June 2014

Total Years of Service 5

Employee Name

Date of Hire **Calculation Date**

ID Number

Sean M. Patterson

6/1/2009

6/1/2009

PATTS

Total Years of Service 25

Employee Name

Date of Hire **Calculation Date**

ID Number

Michelle Mittge

6/1/1989

6/1/1989

MITTM

Monday, June 02, 2014 C: Lisa - KB + cert to depts.
5/29/14 - Amber confirmed

6/24/14
BOCC mtg



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:

June 24, 2014

AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____
		Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt.
	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<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>Accept contract and performance bond from Lakeside Industries for the Sandridge Road Resurface Project in the amount of \$392,965.56. Contract was awarded at the June 10th meeting. The Excluded Parties listing has been checked and is attached.</p> <p>The 5% bid bonds from Lakeside Industries and Naselle Rock & Asphalt Co., Inc. can now be returned.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: <u>Lakeside Industries</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Sandridge Road Resurface Project - MP 5.76 to MP 7.00</u>	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> 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): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data-Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
Project awarded in the June 10th Meeting.	
TOTAL COST/AMOUNT (include sales & use tax): \$392,965.56. TOTAL TAX: Included in Bid Prices	
TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No AMOUNT OF MATCHING FUNDS: CAPP Funds	

Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between Pacific County, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - Work

1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76

1.2 The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by the COUNTY.

Article 2 - Contract Time

2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

2.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 of this agreement, plus any extensions thereof allowed in accordance with Section 1-08.5 of the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not substantially and physically completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY the amounts specified in Section 1-08.9 of the Standard Specifications, as may be supplemented by the Special Provisions, for each working day that expires after the times specified in Paragraph 2.1 of this Agreement.

Article 3-Contract Price

- 3.1 COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an estimated Contract Price as provided in CONTRACTOR's Bid Form attached as Exhibit A.

Article 4-Payment Procedures

- 4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications. Applications for Payment will be processed by COUNTY as provided in the Standard Specifications.
- 4.2 COUNTY will make monthly progress payments on the basis of CONTRACTOR's Applications for Payment each month during construction as provided below. All progress payments will be on the basis of the measured or estimated number of units of Unit Price work completed.

In accordance with RCW 60.28.011 no final payment will be made until such time as all claims have been satisfied.

- 4.3 Upon final completion and acceptance of the Work in accordance with the Contract Documents, COUNTY shall pay the remainder of the Contract Price, provided that there are no related liens registered against the project at that time, and provided that the industrial insurance premiums with the Department of Labor and Industries are current.

Article 5-Contractor's Representations

CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality, availability of labor, union or non-union practices, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Special Provisions of the Contract Documents, and accepts the determination set forth in the Special Provisions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR

considers necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 5.4 CONTRACTOR has reviewed and checked all information and data shown or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. CONTRACTOR shall perform, at CONTRACTOR'S sole expense, all such additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said underground facilities which are or will be required to perform and furnish the Work at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR is experienced and qualified to perform the services described herein, and is properly staffed and organized and financed to perform such services. CONTRACTOR shall act as an independent contractor and not as an employee or agent of COUNTY in performing its services, maintaining control over its employees and managing all subcontractors and suppliers.

Article 6-Contract Documents

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 Notice to Contractors.
- 6.2 CONTRACTOR'S Bid Form, including Appendix A, attached as Exhibit A.
- 6.3 Addenda Numbers ____ to ____ inclusive, attached as Exhibit B.
- 6.4 Notice of Award, attached as Exhibit C.
- 6.5 This Contract.
- 6.6 Project Manual, including Instructions to Bidders, Amendments to the Standard Specifications, Special Provisions, and Drawings, attached as Exhibit D.

- 6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
- 6.8 2014 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
- 6.9 Certificates of Insurance, attached as Exhibit F.
- 6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

- 6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

Article 7-Indemnification

- 7.1 The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless the COUNTY and all officers, employees and agents of the COUNTY from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the work or in consequence of any negligence regarding the work, the use of any improper materials in the work, caused in whole or in part by any act or omission by the CONTRACTOR or his agents or employees during performance or at any time before final acceptance. In addition to any remedy authorized by law, the COUNTY may retain as much of the money due the CONTRACTOR as deemed necessary to assure indemnification until disposition has been made of such suits or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless any city or district, its officers, and employees connected with the work, within the limits of which city or district the work is being performed, all in the same manner and to the same extent as provided above for the protection of the COUNTY, its officers and employees, provided that no retention of money due the CONTRACTOR be made by the COUNTY except as provided in Chapter 60.28 RCW, pending disposition of suits or claims for damages brought against the city or district.

The CONTRACTOR will not be required to indemnify, defend, or save harmless the COUNTY as provided in the preceding paragraphs of this Article if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of (a) the COUNTY or the COUNTY'S agents or employees and (b) the CONTRACTOR or the

CONTRACTOR'S agent or employees, the indemnity provisions provided in the preceding paragraphs of this Article shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of its agents and employees.

It is further specifically and expressly understood that the indemnification provided in this Article constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to claims by any third party. This waiver has been mutually negotiated by the parties.

Article 8-Assignment

- 8.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

Article 9 - Binding Effect

- 9.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – Severability

- 10.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Article 11 - Venue

- 11.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

Article 12 - Entire And Complete Agreement

- 12.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the language set forth in this Agreement, any of the exhibits hereto, Standard Specifications, or Special Provisions, the language in this Agreement shall prevail, and this Agreement shall be interpreted as if that conflicting language was not a part of the agreement between the parties.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and first below written, and the County Legislative Authority has caused this instrument to be executed by and in the name of said PACIFIC COUNTY the day and year first above written.

Executed by the Contractor on this _____ day of _____, _____.

Contractor

**Board of County Commissioners
Pacific County, Washington**

Company

Chairperson

Title

Commissioner

Address

Commissioner

City, State, Zip Code

Approved As To Form:

Attest:

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:

24 June 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: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/9/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is renewed lease agreement with LIN Television Corporation, LLC for their facility use at both KO and Megler site. This agreement is for an additional five year period at a rate of \$17,602 annually, which represents a 20% increase from the previous agreement which had a ten year period.

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

Name of Contractor: LIN Television Corporation

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

KO/Megler Communication Facility Use Agreement with LIN Television Corporation

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:

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **LIN Television Corporation**, (hereinafter called KOIN), this 1st day of Jan, 2015.

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

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.
2. **TERMINATION BY LESSEE**:
 - 2.1 KOIN shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
 - If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of KOIN's equipment cannot be obtained, or if KOIN determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
 - If KOIN determines at any time that the premises are not appropriate for KOIN's equipment for technological reasons, including, but not limited to, signal interference.
 - If KOIN's license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if KOIN fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.
4. **PAYMENT:** KOIN shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty-five (25%) percent.
6. **INDEMNITY:**
- a. To the extent permitted by law, KOIN agrees to defend, indemnify and save harmless COUNTY from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of KOIN, or its agents, employees, or contractors: or

- (ii) Any material breach by KOIN of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, KOIN will have no liability to COUNTY to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of COUNTY, or of COUNTY's agents, employees or contractors.
- b. To the extent permitted by law, COUNTY agrees to defend, indemnify and save harmless KOIN from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of COUNTY, or its agents, employees, or contractors: or
 - (ii) Any material breach by COUNTY of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, COUNTY will have no liability to KOIN to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of KOIN, or of KOIN's agents, employees or contractors.

7. **INSURANCE:** KOIN shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, KOIN shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of KOIN for full replacement value. The combined aggregate insurance amount for the term of

the Use Agreement shall be Two Million and No/100 Dollars (\$2,000,000). **KOIN** shall provide COUNTY with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the premises and throughout the term of this Lease or any Renewal Term. **KOIN** agrees that its liability insurance shall be primary to the COUNTY's insurance.

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

8. **PREMISES:** The COUNTY shall provide **KOIN** tower and shelter space in addition to fenced security and access to the facility. **KOIN** shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for **KOIN's** exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
9. **EQUIPMENT:** **KOIN** shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. **KOIN** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be "1/2" or larger jacketed solid sheathed transmission line.
 - Cable shall be clamped to cable trays in accordance with existing methods.
 - Equipment shall be bonded to existing ground grid in accordance with applicable codes.
10. **INTERFERENCE:** **KOIN** shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **KOIN's** equipment, **KOIN**

shall cooperate; however, **KOIN** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of KOIN equipment at the Megler Site).

11. **SECURITY AND MAINTENANCE**: The COUNTY shall provide reasonable security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to **KOIN**. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **KOIN** shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **KOIN** shall notify the COUNTY of such default and request cure within ten (10) days.
12. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of **KOIN** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute

completion of such repairs in a diligent manner, then **KOIN** shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **KOIN**, there shall be an equitable reduction of rent until the damage has been repaired.

14. **TAXES:** **KOIN** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
15. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by **KOIN** shall be and remain the property of **KOIN** and may be removed or replaced by **KOIN** at any time from time to time, provided that **KOIN** repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **KOIN** may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **KOIN**, or (ii) any entity which buys all or substantially all of the assets of **KOIN** used in connection with the operation of **KOIN**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.
17. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing

any action in Superior Court that they will attempt to meet and resolve any potential disputes.

18. **AUTHORITY**: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN**: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
20. **WAIVER OF SUBROGATION**: COUNTY and KOIN hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

21. **NOTICES**: All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY:

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

If to KOIN:

LIN Television Corporation
222 SW Columbia
Portland, OR 97201
Attn: Lease Administrator

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
_____ day of _____, 2014.

LIN Television Corporation

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

Signature

Chairperson

Commissioner

Commissioner

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(KO SITE)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	1000 Watt UHF Television Transmitter	\$3,326.00
2	1	UHF TX Antenna Array	Included in #1
3	1	VHF RX Antenna	Included in #1
4	1	Rack of Equipment	\$328.00
5	2	6 GHZ Microwave TX/RX Radio	\$2,587.00
6	1	Satellite RX and Antenna	\$180.00
7	1	6 GHZ Six Foot Microwave Dish Antenna (shared)	\$1,320.00
8	1	2 GHZ Receiver	\$646.00
9	1	2 GHZ Omni Pole Antenna	\$481.00
TOTAL ANNUAL RATE			\$8,868.00
TOTAL ANNUAL RATE COMBINED			\$17,602.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	1000 Watt UHF Television Transmitter	\$3,616.00
2	1	UHF TX Antenna	\$885.00
3	1	UHF RX Antenna	\$482.00
4	1	Rack of Equipment	\$328.00
5	1	6 GHZ Microwave TX/RX Radio	\$1,293.00
6	1	Satellite RX and Antenna	\$180.00
7	1	6 GHZ Six Foot Microwave Dish Antenna (shared)	\$666.00
8	1	2 GHZ Receiver	\$646.00
9	1	2 GHZ Omni Pole Antenna	\$481.00
10	1	Video Camera	\$157.00
11	1	12 KW Onan Auxiliary Power Plant	(Note 1)

TOTAL ANNUAL RATE \$8,734.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B

PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



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:

24 June 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:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/9/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is renewed lease agreement with Washington State Department of Transportation for their facility use at Holy Cross site. This agreement is for a five year period at a rate of \$4,148 annually, which represents a 29% increase from the previous agreement which had a ten year period.

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

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

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

WHEREAS, Washington State Department of Transportation, (LESSEE hereafter called WSDOT) is authorized to lease property pursuant to RCW 47.12.010 for highway purposes and desires to lease a portion of Pacific County's Holy Cross communications site for wireless communications.

WHEREAS, COUNTY is the grantee of an Easement, permanent non exclusive for ingress, egress, and utilities, for the purpose of constructing, maintaining, and operating a communications site from Rayonier Forest Resources, LP. (formerly known as, Rayonier Timberlands Operating Company, L.P.), No. 67481, dated March 25, 1996, commonly referred to as the Holy Cross site and is authorized by said Easement to sublease the site for local, state, and federal government use and;

WHEREAS, such communications site are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, COUNTY hereby enters into this Facility Use Agreement with WSDOT.

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

1. **TERM:** Unless Section Two (2) applies, the term of this Facility Use Agreement shall run for a period of five (5) years from January 1, 2014 and is renewable for one additional five (5) year term, upon written agreement by both parties.

2. **TERMINATION BY LESSEE:**

2.1 WSDOT shall have the right to terminate this Facility Use Agreement upon thirty (30) calendar days' written notice to COUNTY upon the happening of any of the following events:

- If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of WSDOT's equipment cannot be obtained, or if WSDOT determines in its judgment that the cost of obtaining such approval is prohibitive.

- If **WSDOT** determines at any time that the Premises are not appropriate for **WSDOT's** equipment for technological reasons, including, but not limited to, signal interference.
- If **WSDOT's** license to operate the equipment/services that pertain to this Facility Use Agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Facility Use Agreement, or fails to abide by a condition binding on such party contained in this Facility Use Agreement, or if **WSDOT** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) calendar days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) calendar days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** **WSDOT** shall pay **COUNTY** annually the amount as determined by Exhibit A, attached hereto and incorporated herein, of this Facility Use Agreement. Such annual amount shall be paid in advance by January 31st for the term January 1st to December 31st; Provided that, such payment shall be made by **WSDOT** within thirty (30) calendar days of receipt of a Rental Statement from **COUNTY**. Rental Statements shall be mailed to **WSDOT HQ Facilities Office, Attn: Financial Manager, P.O. Box 47328, Olympia, WA 98504-7328.**

All rent for the Premises prepaid beyond the effective termination date shall be refunded to **WSDOT** within thirty (30) calendar days of the effective termination date.

5. **RATES:** At the end of the first five (5) years of this Facility Use Agreement, **COUNTY** shall review the rates and make adjustments as appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector; however, in no case shall the adjustment exceed twenty-five (25%) percent.

6. **INDEMNITY:**

- a. To the extent permitted by law, WSDOT agrees to defend, indemnify and hold harmless COUNTY from and against all claims, actions, losses, costs, expenses, or damages from a third party, arising from:
 - (i) The negligence or willful misconduct of WSDOT, or its authorized agents, employees, or contractors: or
 - (ii) Any material breach by WSDOT of any provision of this Facility Use Agreement.

This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, WSDOT will have no liability to COUNTY to the extent any claims, actions, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of COUNTY, or of COUNTY's authorized agents, employees or contractors. If the claims or damages are caused by or result from the concurrent acts of (i) COUNTY, its authorized agents, employees or contractors, and (ii) WSDOT, its authorized agents, employees or contractors, or (iii) involves actions covered by Ch. 4.24.115 RCW, then this Section shall be valid and enforceable only to the extent of the acts of WSDOT and its authorized agents, employees or contractors.

WSDOT specifically assumes potential liability for actions brought by WSDOT's own employees against COUNTY and, solely for the purpose of this indemnification and defense, WSDOT specifically waives any immunity under the state industrial insurance law, Title 51 RCW, which waiver has been mutually negotiated by the parties.

- b. To the extent permitted by law, COUNTY agrees to defend, indemnify and hold harmless WSDOT from and against all claims, actions, losses, costs, expenses, or damages from a third party, arising from:
 - (i) The negligence or willful misconduct of COUNTY, or its authorized agents, invitees, contractors, lessees, or employees,: or
 - (ii) Any material breach by COUNTY of any provision of this Facility Use Agreement.

This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the

defense thereof. Notwithstanding the foregoing, COUNTY will have no liability to WSDOT to the extent any claims, actions, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of WSDOT, or of WSDOT's authorized agents, employees or contractors. If the claims or damages are caused by or result from the concurrent acts of (i) COUNTY, its authorized agents, employees or contractors, and (ii) WSDOT, its authorized agents, employees or contractors, or (iii) involves actions covered by Ch. 4.24.115 RCW, then this Section shall be valid and enforceable only to the extent of the acts of COUNTY and its authorized agents, employees or contractors.

COUNTY specifically assumes potential liability for actions brought by COUNTY's own employees against WSDOT and, solely for the purpose of this indemnification and defense, COUNTY specifically waives any immunity under the state industrial insurance law, Title 51 RCW, which waiver has been mutually negotiated by the parties.

7. **INSURANCE:** It is recognized that WSDOT is an agency of the State of Washington and is self-insured for all exposure to general liability and vehicle liability as provided in Ch. 4.92 RCW and RCW 43.19.760 through 43.19.781. Under these provisions, the State of Washington is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program is funded by the liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies, including WSDOT.

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

8. **PREMISES:** COUNTY shall provide WSDOT tower and shelter space in addition to fenced security and access to the facility. WSDOT shall install communications equipment as described in Exhibit A of this Facility Use Agreement. The Premises covered by this Facility Use Agreement, and reserved for WSDOT's exclusive use, are located on the following described land: Pacific County Property located at 46° 41' 43.0" North Latitude, 123° 46' 21.2" West Longitude (Holy Cross Site). Portions of the SE ¼ SW ¼ of S14, T14N, R9W, W.M.

9. **EQUIPMENT:** WSDOT shall install and maintain communications equipment using good practices, and in accordance with all applicable codes. WSDOT shall also

adhere to the Pacific County Facility Use Standards described in Exhibit B, attached hereto and incorporated herein, and made a part of this Facility Use Agreement. Antenna feeds shall be one half inch (1/2") or larger jacketed solid sheathed transmission line.

- Cable shall be clamped to cable trays in accordance with existing methods.
- Equipment shall be bonded to existing ground grid in accordance with applicable codes.

10. **INTERFERENCE:** WSDOT shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications equipment. Such communications equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on WSDOT's communications equipment, WSDOT shall cooperate; however, WSDOT shall not be required to bear the financial cost. If communications equipment installed on the Premises interferes with communications equipment previously installed on the Premises by another user, then the communications equipment formerly installed shall have priority over the communications equipment subsequently installed. If technical conflicts between items of communications equipment cannot be resolved, then the communications equipment first installed shall remain operational and the other communications equipment causing the interference shall be modified or removed. COUNTY shall retain final authority regarding what communications equipment can be installed and what interference mitigating methods must be employed. COUNTY has approved placement of the communications equipment described in Exhibit A.

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

12. **ROAD ACCESS:** During the term of this Facility Use Agreement, County shall provide **WSDOT** with a non-exclusive right to use to existing access road for ingress and egress to the Premises over and across the location shown on Exhibit C, attached hereto and incorporated herein, and for the purpose of operating equipment used for the construction, operation, use and maintenance of **WSDOT** communications equipment installed on the Premises. COUNTY shall maintain the access road throughout the term of this Facility Use Agreement. If, during the term of this Facility Use Agreement, the existing road is destroyed or the rights to the road are terminated or revoked, COUNTY will provide permanent replacement access adequate for all purposes stated herein.

13. **IMPROVEMENTS:** All construction, improvements and/or alterations of the Premises at any time whatsoever shall be subject to COUNTY's prior written approval, which shall not be unreasonably withheld.

14. **CASUALTIES:** If the Premises is damaged or destroyed that contains communications equipment of **WSDOT** and COUNTY fails to commence rebuilding within thirty (30) calendar days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **WSDOT** shall be entitled to terminate the Facility Use Agreement according to Section Two (2). In the event of damage by fire or other casualty loss to the Premises that renders the property unusable by **WSDOT**, there shall be an equitable reduction of rent until the damage has been repaired. COUNTY shall refund to **WSDOT** the difference between the amount of the prepaid rent and said equitable reduction of rent within thirty (30) calendar days of the causality event.

15. **TAXES:** **WSDOT** agrees to pay COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any applicable state and local regulations issued thereto.

16. **OWNERSHIP OF EQUIPMENT:** All communications equipment listed in Exhibit A and installed on the Premises by **WSDOT** shall be and remain the property of **WSDOT** and may be removed or replaced by **WSDOT** at any time from time to time, provided that **WSDOT** repairs any damage caused in conjunction with such removal and replacement.

17. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Facility Use Agreement may be assigned by either party with the prior written approval of the other

party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, **WSDOT** may assign this Facility Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **WSDOT**, or (ii) any entity which buys all or substantially all of the assets of **WSDOT** used in connection with the operation of **WSDOT**. The assignee or transferee shall have the right to assume this Facility Use Agreement with all its terms and conditions for the remaining agreement term.

18. **DISPUTES, VENUE AND ATTORNEY'S FEES:** In the event of any controversy, claim, or dispute arising out of the Facility Use Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to attorney's fees and costs. Any action taken to enforce a provision of this Facility Use Agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.

19. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Facility Use Agreement and it has taken all action required to authorize execution of this Facility Use Agreement.

20. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

21. **WAIVER OF SUBROGATION:** COUNTY and **WSDOT** hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

22. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY (Lessor):

Pacific County Board of County Commissioners

PO Box 187
South Bend, WA 98586
Attn: Communications Engineer-DPW

If to WSDOT (Lessee):

Washington State Department of Transportation
Attn: Real Estate Facilities Liaison
P.O. Box 47338
Olympia, WA 98504-7338

With copy to:

Washington State Department of Transportation
Attn: Facilities Financial Manager, Misun Peck
P.O. Box 47328
Olympia, WA 98504-7328

23. **HAZARDOUS SUBSTANCES:** COUNTY hereby agrees to defend, indemnify and hold WSDOT harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any hazardous substances that have been released, or otherwise come to be located on the site, including those that may have migrated from the site through water or soil to other properties. COUNTY further agree to retain, defend, indemnify and hold WSDOT harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any hazardous substances removed from the site. For the purposes of this Facility Use Agreement, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. For the purposes of this Easement, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Clean Water Act, 33 U.S. C. Section 1251 et seq.; the Clean Air

Act, 42 U.S.C. Section 7401 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; and the Model Toxics Control Act, RCW 70.105D.010.

This indemnity provision shall survive termination of this Facility Use Agreement.

24. **MODIFICATIONS AND AMENDMENTS:** The terms of the Facility Use Agreement may not be modified orally or in any other manner other than by a written agreement signed by the authorized parties thereto.

25. **BINDING CONTRACT:** It is understood and agreed that the delivery of this Facility Use Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon WSDOT unless and until accepted and approved hereon in writing for WSDOT, by the Secretary of Transportation or her duly authorized representative.

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS ____ day of _____, 2014.

WASHINGTON STATE
Department of Transportation

James M. Salter,
Acquisition Program Manager

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

Chairperson

Commissioner

Commissioner

APPROVED AS TO FORM:

Patricia K. Nightingale,
Assistant Attorney General

ATTEST:

Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day of _____, 2014.

My commission expires

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, 2014 before me personally appeared James M. Salter, to me known to be the duly appointed Acquisition Program Manager, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day of _____, 2014.

(Signature)

Robin M. Curl

(Print or type name)

Notary Public in and for the State of Washington

residing at McCleary

My commission expires June 24, 2014

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

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Each</u>	<u>Total</u>
1	2	MICROWAVE RADIO, TX/RX 800 MHZ	\$1,518	\$3,036
2	1	800 MHZ POLE ANT 140' AGL	\$715	\$715
3	10	STANDARD EQUIP. RACK UNITS	\$397	\$397
TOTAL ANNUAL RATE				<u>\$4148</u>

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B

PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



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:

24 June 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: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer

PHONE / EXT: 3444

SIGNATURE: *Nickolas Milton*

DATE: 6/9/2014

NARRATIVE OF REQUEST

Attached for the Board's consideration is renewed lease agreement with Calvary Chapel of Twin Falls, Inc for their facility use at Megler site. This agreement is for a five year period at a rate of \$1,832 annually, which represents a 2% increase from the previous agreement which had a one year period.

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

Name of Contractor: <u>Calvary Chapel of Twin Falls</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Megler Communication Facility Use Agreement with Calvary Chapel of Twin Falls</u>	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input checked="" type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input checked="" type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> 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): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **Calvary Chapel of Twin Falls, Inc.**, (hereinafter called **CCTF**), this 1st day of January, 2014.

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

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.
2. **TERMINATION BY LESSEE**:
 - 2.1 CCTF shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
 - a. If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of CCTF's equipment cannot be obtained, or if CCTF determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
 - b. If CCTF determines at any time that the premises are not appropriate for CCTF's equipment for technological reasons, including, but not limited to, signal interference.
 - c. If CCTF's license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.
3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE**: If either party fails to comply with a covenant made by such party in this Use

Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if CCTF fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** CCTF shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty-five (25%) percent.
6. **INDEMNITY:**
 - a. To the extent permitted by law, CCTF agrees to defend, indemnify and save harmless COUNTY from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of CCTF, or its agents, employees, or contractors: or
 - (ii) Any material breach by CCTF of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such

claim, and the defense thereof. Notwithstanding the foregoing, CCTF will have no liability to COUNTY to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of COUNTY, or of COUNTY's agents, employees or contractors.

- b. To the extent permitted by law, COUNTY agrees to defend, indemnify and save harmless CCTF from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of COUNTY, or its agents, employees, or contractors: or
 - (ii) Any material breach by COUNTY of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, COUNTY will have no liability to CCTF to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of CCTF, or of CCTF's agents, employees or contractors.

7. **INSURANCE:** CCTF shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, CCTF shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of CCTF for full replacement value. CCTF shall provide COUNTY with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.

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

8. **PREMISES:** The COUNTY shall provide CCTF tower and shelter space in addition to fenced security and access to the facility. CCTF shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for CCTF's exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
9. **EQUIPMENT:** CCTF shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. CCTF shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement.
10. **INTERFERENCE:** CCTF shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on CCTF's equipment, CCTF shall cooperate; however, CCTF shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The

COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of CCTF' equipment at the Megler Site).

11. **SECURITY AND MAINTENANCE**: The COUNTY shall provide reasonable security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to CCTF. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. CCTF shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, CCTF shall notify the COUNTY of such default and request cure within ten (10) days.
12. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of CCTF and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then CCTF shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by CCTF, there shall be an equitable reduction of rent until the damage has been repaired.

14. **TAXES:** CCTF agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
15. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by CCTF shall be and remain the property of CCTF and may be removed or replaced by CCTF at any time from time to time, provided that CCTF repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CCTF may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of CCTF, or (ii) any entity which buys all or substantially all of the assets of CCTF used in connection with the operation of CCTF. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.
17. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.
18. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.

19. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
20. **WAIVER OF SUBROGATION:** COUNTY and CCTF hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.
21. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY:

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

If to CCTF:

Calvary Chapel of Twin Falls, Inc.
CSN Radio/Effect Radio Network
PO Box 371
Twin Falls, ID 83303
Attn: Lois Mills

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
____ day of _____, 2014.

Calvary Chapel of Twin Falls

Signature

APPROVED AS TO FORM:

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

Chairperson

Commissioner

Commissioner

ATTEST:

Clerk of the Board

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)
(46° 27' 10" N Lat., 123° 53' 50" W. Long.)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	Crown FM30 Transmitter (89.1MHZ)	\$1,338.00
2	1	ANT-90 D Antenna	\$418.00
3	1	Satellite Antenna	\$76.00
TOTAL ANNUAL RATE			\$1,832.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

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

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



REQUESTED MEETING DATE:

6-24-2014

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: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Works	DIVISION (if applicable): Computer Services
OFFICIAL NAME & TITLE: Andrew B. Seaman, Computer Services Supervisor	PHONE / EXT: 2271
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST	
Approve the Microsoft "Select Plus Agreement" registration by signing the attached "Program Signature Form." See attached memo for details. There is no cost at this time. This action only provides membership.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

Phone: (360) 875-9300 Ext. 2271
Fax: (360) 875-9377
email: cs@co.pacific.wa.us

MEMORANDUM

June 11, 2014

TO: THE BOARD OF PACIFIC COUNTY COMMISSIONERS
FROM: Andrew B. Seaman, Computer Services Supervisor *ABS*
RE: Microsoft Select Agreement

Attached for your signature are the "Microsoft Select Enrollment – State and Local," the "Microsoft Products Purchase Agreement and Agency Coordinator," and the "Microsoft Select Signature – State and Local" forms. These documents provide a sublicense from the Washington State Department of Information Systems to purchase Microsoft products.

The Microsoft Select licensing program is a corporate program set up for volume purchasing of Microsoft products. In this case DIS is acting as the "corporation" holding the master license agreement. They are allowing the Pacific County to benefit under a sublicense. This contract provides the county deep discount pricing on Microsoft products. This is a renewal of an existing agreement. There is no cost involved in signing up.

I will be happy to provide any additional information upon request. Please contact me if you have any questions at 875-9300 ext. 2271.

C: Mike Collins, Director/County Engineer
Andree Harland, Accounting Manager

Program Signature Form

MBA/MBSA number

Agreement number

6013310

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Pacific County
Signature* _____
Printed First and Last Name* Steve Rogers
Printed Title Chair -Pacific County Board of County Commissioners
Signature Date*
Tax ID 91-6001356

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____
Printed First and Last Name
Printed Title
Signature Date
(date Microsoft Affiliate countersigns)
Agreement Effective Date
(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Select Plus Affiliate Registration Form State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	85EB2AE5
Agreement Number Microsoft or Reseller to complete	6013310	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	June

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* Pacific County
Contact name*: First Andrew Last Seaman
Contact email address* aseaman@co.pacific.wa.us
Street address* 300 Memorial Dr.
City* South Bend
State* WA
Postal code* 98586-0066
Country* United States
Phone* 360-875-9368
Tax ID 91-6001356

* indicates required fields

2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact

Name of entity*
Contact name*: First Last

Contact email address*
Street address*
City*
State*
Postal code*
Country*
Phone*

☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

** indicates required fields*

3. **Language preference.**

Select the language for notices. English

4. **Reseller information.**

Reseller company name* CompuCom Systems, Inc.
Street address (PO boxes will not be accepted)* 7171 Forest Lane
City* Dallas
State* Texas
Postal code* 75230-2306
Country* United States
Contact name* Bruce Valentin
Phone* 972-856-4617
Contact email address* msadmin@compucom.com
** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* CompuCom Systems, Inc.
Signature* _____
Printed name*
Printed title* Microsoft Licensing Specialist
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

5. **Supplemental Contacts.**

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

6. **Software Assurance Membership Election.**

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
---------------	-----	----

Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Note: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.
Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Only valid if attached to a signature form.





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:

June 24, 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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Fair

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Dotsi Graves, Fair Manager

PHONE / EXT: Ext 2288

SIGNATURE: *Dotsi Graves*

DATE: 6/24/2014

NARRATIVE OF REQUEST

The Pacific County Fair requests the Board of County Commissioners to approve the AGREEMENT FOR OPERATION OF CARNIVAL AND RELATED FACILITIES AT THE 2014 PACIFIC COUNTY FAIR with Haworth Family Shows, Inc.

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

AGREEMENT FOR OPERATION OF CARNIVAL AND RELATED FACILITIES AT THE 2014 PACIFIC COUNTY FAIR

1. PREAMBLE

1.1 Parties. THIS AGREEMENT is made and entered into this date by and between PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, and Haworth Family Shows, Inc. Carnival Company, an Oregon Corporation authorized to transact business in the State of Washington, hereinafter referred to as "CONTRACTOR".

1.2 Purpose. The purpose of this agreement is to provide for operation of a carnival and related facilities for family entertainment during the 2014 Pacific County Fair. The carnival and related facilities shall include:

- (a) Amusement rides,
- (b) Novelty concessions,
- (c) Game Concessions, and
- (d) Food concessions

1.3 Premises. The COUNTY grants CONTRACTOR permission to occupy and use certain real property at the times and for the purposes set out herein subject to all terms and conditions hereof. The real property subject to this agreement consists of designated portions of the Pacific County Fairgrounds, Menlo, Washington. The Fair Manager will designate specific areas within the fairgrounds, hereinafter referred to as "premises".

1.4 Dates of use and hours of operation.

(a) This agreement provides for operation of carnival and related facilities during the 2014 County Fair. CONTRACTOR is licensed to occupy and use the premises for the purposes herein permitted on the following dates: 2014 Fair (including move-in/move-out time) – August 18-25, 2014

(b) The Carnival will open at 12:00pm each day

1.5 Possession. Possession of the premises shall at all times remain with the COUNTY and the rights of use and occupancy are subject to limitation, suspension, or revocation by the COUNTY when the COUNTY determines it has a need for the premises inconsistent with the rights herein granted, provided, the COUNTY shall give such notice as is reasonable under the circumstances.

II. AMUSEMENT RIDES

2.1 Basic Obligations. CONTRACTOR is obligated to bring to the Pacific County Fairgrounds and cause to be operated during the hours of operation, a carnival consisting of amusement rides, games and concessions.

2.2 Tickets. CONTRACTOR will provide advance presale ticket coupons for \$20.00 (\$40 value). Presale Ticket Coupons will be turned in to the carnival ticket box in exchange for "tickets" and are valid for any day of the fair.

2.3 Special Promotions. CONTRACTOR will provide for the presentation of special days featuring reduced prices for amusement rides. Special days during each fair will be determined between the COUNTY and CONTRACTOR.

2.4 Payment. CONTRACTOR agrees to pay the COUNTY twenty percent (20%) from the sale of ride admission tickets AFTER deducting any government and/or state tax required by Federal and State Laws if any, plus 5.5% liability insurance and 5.5% fuel surcharge.

III. GAME AND FOOD CONCESSIONS

3.1 Payment. The sum of twenty dollars (\$20) shall be paid by the CONTRACTOR to the COUNTY for each game and food concession operated for the duration of the fair.

3.2 Restrictions. CONTRACTOR shall not: operate any games which are in violation of state laws or regulations; offer cash prizes or re-purchase prizes in any game; offer as prizes: live ducks, chicks, or other live animals; knives, firearms, or any look alike items which could be used as a weapon; offer as prizes, or display, drug paraphernalia, posters or other items deemed to be inappropriate by the COUNTY.

IV. PAYMENT PROCEDURE

4.1 Payments Due. Amounts owed to the COUNTY shall be made promptly at the conclusion of the fair.

V. CONDITIONS OF USE

5.1 Location of Carnival. The amusement rides and concessions shall be operated exclusively within the areas designated by the COUNTY.

5.2 Operation Terms. The CONTRACTOR shall:

(a) Conform to and comply with all federal, state, county and local sanitation and health rules, regulations and laws governing such use.

(b) Report and pay all federal, state, county and local taxes that may be due or payable by reason of any operation hereunder.

(c) Reduce the volume of sound amplifying devices when determined necessary by the COUNTY.

(d) All prices and number of tickets must be conspicuously posted at all appropriate locations. Appropriate signage must be displayed as a form of information. Signage must be neat and displayed in a professional manner that enhances the appearance of the carnival.

(e) Post in a conspicuous place a plainly printed placard showing menus and the prices of all menu items.

(f) Maintain designated area free of all garbage and debris at all times. Garbage and debris to be bagged and deposited in designated collection area.

(g) Promptly close operation of concessions which in the opinion of the COUNTY is offensive to good taste or in any particular way objectionable.

(h) Abide by all general conditions and rules and regulations, written or orally made by the COUNTY.

(i) Use only fire resistant materials for decorating.

(j) Put grease in designated containers.

(k) Provide own extension cords and hoses for water and sewer hookup to COUNTY facilities where necessary.

(l) Be responsible for and the removal of any hazardous products generated during the fair and comply with all laws, rules and regulations concerning hazardous waste.

(m) Require all employees to wear distinctive uniforms. Uniforms shall be maintained and laundered as necessary.

(n) Have all employees provide courteous, efficient, sanitary, and safe service to patrons. Abusive language will not be tolerated. Persons handling and vending products under this agreement shall meet all applicable COUNTY and state health regulations.

(o) All employees of the CONTRACTOR are expected to adhere to the COUNTY's Drug Free Workplace Policy (Attachment A). Any sign or suspicion of drug and/or alcohol use by CONTRACTOR employees will be grounds for immediate removal of the employee from the fair grounds for the remainder of the 2014 Fair.

(p) No bicycles, skateboards, or roller blades will be allowed on the main fairgrounds.

(q) CONTRACTOR shall provide their own power source i.e. (generators) and wiring for rides, games, and equipment operation.

(r) The quality of the carnival rides, games, attractions and concessions shall be properly maintained and presentable.

(s) No dogs, except physical assistance dogs (i.e. Seeing Eye, etc.) will be permitted at any time on the fairgrounds.

5.3 Alterations. The CONTRACTOR shall:

(a) Permit no electrical wiring to be done on any portion of the fairgrounds electrical system without permission from the COUNTY and then only under the supervision of the COUNTY. CONTRACTOR must comply with all laws, rules, and regulations including local ordinances and electrical codes.

(b) Make no alterations to COUNTY property.

5.4 County Approval.

(a) If the COUNTY disapproves of any amusement ride, game or food concession, CONTRACTOR shall discontinue the ride, close the game or food concession until the problem is remedied.

(b) On or before June 1, 2014, CONTRACTOR shall submit to the COUNTY for its approval a written listing of all concessions that CONTRACTOR intends to operate and items to be sold. The COUNTY shall notify the CONTRACTOR of its approval or disapproval of the listing or portion thereof. If the COUNTY disapproves any concession or item to be sold, CONTRACTOR shall on or before June 25, 2014 submit an alternative to meet the approval of the COUNTY.

(c) Approval of all amusement rides and concessions shall be at the sole discretion of the COUNTY. Only the CONTRACTOR and wholly owned equipment will be used to service this agreement. Any request for sub-contracting must be submitted by June 15th of each year with type of equipment and who owns equipment explained. Failure of CONTRACTOR to submit the listings as required by this paragraph shall constitute a breach of this agreement.

(d) The CONTRACTOR, with written consent of the COUNTY, may add additional or substitute amusement rides, of their own, up to seven (7) days prior to the fair when, in the opinion of the COUNTY, such addition or substitution would materially enhance the overall quality of the fair.

5.5 Approvals Conditional. Any approval by COUNTY under this agreement is conditioned upon the amusement rides and concessions meeting the requirements of all federal, state and local laws and the COUNTY reserves the right at any time without liability or penalty, to disapprove any ride or concession upon its sole determination that there is or may be a violation of any law. The responsibility and cost of obtaining any and all permits as may be necessary to assure compliance with the law shall be borne entirely by the CONTRACTOR.

5.6 Compliance With Law Required. CONTRACTOR covenants that its carnival and all amusement rides, novelty and game concessions, and food concessions or those of any sub-CONTRACTOR or subcontractor shall strictly comply in all particulars with every provision of this agreement, and with applicable COUNTY, state and federal laws, rules and regulations, in any matter concerning the operations contemplated by this agreement. CONTRACTOR further covenants that in operation of its carnival and in the operation of all amusement rides, sideshows, and concessions under this agreement there shall be no obscene, immoral or objectionable devices or practices, shows, or exhibits of any kind whatsoever. CONTRACTOR will immediately upon demand of the COUNTY close and remove from the fairgrounds any such device or practice, show or exhibit that is operated in violation of any COUNTY, state or federal law, rule or regulation, or which is, in the COUNTY's opinion, in any manner obscene, immoral or otherwise objectionable. CONTRACTOR agrees to save the COUNTY and its elected and appointed officials, officers, employees, agents and volunteers harmless from any liability or damage for closure or removal from the fairgrounds. Such closure or removal will in no way reduce the amount of money due the COUNTY from CONTRACTOR under this agreement.

5.7 Exclusivity of CONTRACTOR's Rights. The COUNTY shall not permit any commercial carnival offering mechanized amusement rides to be operated on the fairgrounds during the fair, except that of CONTRACTOR, unless CONTRACTOR fails to comply with the terms and conditions of this agreement, thereby making it necessary for the COUNTY to obtain the services of another operator; PROVIDED THAT the COUNTY or its other contractors may operate any activity classed as transportation, motorized or otherwise, to convey visitors to or from the fair, and PROVIDED FURTHER that such exclusivity of right shall not apply to the operation of novelty, game, and food concessions, and the COUNTY shall be free to authorize such additional concessions as it may deem necessary so long as said concessions are not located within the designated carnival area, and, PROVIDED FURTHER that the COUNTY may operate or cause to be operated a specialty ride which the CONTRACTOR cannot or will not provide, such operation to be no less than fifteen (15) yards away from the designated carnival area.

5.8 Abide by Rules and Regulations. The CONTRACTOR shall cause all its agents, employees, and any subcontractor to abide by all rules and regulations prescribed by the COUNTY governing the operation of and admission to and exit from the fairgrounds during the fair or providing for parking or traffic control and by such other reasonable rules and regulations of the COUNTY as may be communicated to CONTRACTOR prior to or during the fair.

5.9 Vehicles. Personal vehicles and business vehicles of the CONTRACTOR, CONTRACTOR's agents, employees and any subcontractor, not needed for actual carnival operation shall at no cost to the CONTRACTOR be parked only in a parking area to be designated by the COUNTY.

5.10 Clean Premises. CONTRACTOR agrees to clean at CONTRACTOR's expense, the designated carnival area and dispose of all refuse within twenty-four (24) hours of the close of the fair and to repair all damage to such area and restore it to the same condition as originally found. Additionally, during the period which the fair is operating, CONTRACTOR shall observe good housekeeping practices and keep the area provided for operation of its facilities and those of its subcontractors, neat and clean at all times so that they will be in a presentable condition as will be deemed reasonably satisfactory to the FAIR. All refuse shall be placed in containers to be provided by the COUNTY, with the COUNTY to assume the expense of transportation for disposal of such waste at an approved landfill site. Any failure to comply gives the COUNTY authority to restore and clean the premises at CONTRACTOR's expense.

VI. GENERAL CONDITIONS

6.1 Payments. All payments due and owing under this contract shall be paid to the COUNTY by the CONTRACTOR, and all documents required to substantiate such payments shall be provided, no later than five (5) days after the closing.

6.2 COUNTY to Furnish Water. The COUNTY agrees to furnish to CONTRACTOR for use on the fairgrounds reasonable quantities of potable water for CONTRACTOR's use only.

6.3 Hold Harmless Agreement. 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.

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

6.5 Governing Law and Stipulation of Venue. The laws of the State of Washington shall govern this agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Pacific County, Washington.

6.6 Attorney's Fees. The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit or proceeding against the other party by reason of any breach of this agreement.

6.7 Indemnification for Damage to County Property. The CONTRACTOR agrees to indemnify the COUNTY for any and all damage caused by its negligence to the COUNTY's property.

6.8 Termination. This agreement may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present a fair on the dates specified in this agreement.

(b) There is failure to make payment as required or violation of any term of condition provided for herein which CONTRACTOR, having been given written notice or any such violation, has failed to correct within a reasonable period of time;

(c) There occurs an assignment for the benefit of creditors by, or an institution of bankruptcy proceedings for or against, the CONTRACTOR;

(d) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the CONTRACTOR that is not first disclosed and approved by the COUNTY in public meeting.

(e) There is compelling governmental need for the premises which the COUNTY determines is inconsistent with the privileges granted herein.

(f) Termination by the COUNTY as otherwise provided for in this agreement.

6.9 Termination Rights. In the event of termination, the CONTRACTOR shall be obligated to pay all sums due and owing at the date of termination and the COUNTY shall not be liable for any damages resulting from the termination.

6.10 Agreement is Personal. It is agreed that the personal and business integrity of CONTRACTOR's officers and directors is a major consideration on the part of the COUNTY in entering into this agreement, and that the agreement is personal to CONTRACTOR and may not be assigned, delegated, transferred or seized by or through any legal proceedings, either voluntarily or involuntarily without express written approval of the COUNTY.

6.11 Independent Contractor. The CONTRACTOR agrees that CONTRACTOR will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that CONTRACTOR and its employees are not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control CONTRACTOR's own activities in providing services in accordance with the specifications set out in this agreement. COUNTY shall only have the right to ensure performance. CONTRACTOR agrees that neither it nor its employees, agents, or subcontractors shall in any manner represent itself or themselves or permit itself or themselves to be represented to the public as an agent of the COUNTY.

6.12 Modifications. This agreement may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement.

6.13 Correspondence. All correspondence concerning this agreement to be forwarded to the Department of Public Works, PO Box 66, South Bend, WA 98586 for the COUNTY and to Haworth Family Shows, Inc. CARNIVAL COMPANY, 3104 NE Glisan Street, Portland, OR 97232 for the CONTRACTOR.

This agreement constitutes the whole and entire agreement between the parties.

Dated this _____ day of _____, 2014.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Clerk of the Board

Date

HAWORTH FAMILY SHOWS, INC.

Maurice A. Haworth 6-3-14
Maurice A. Haworth, President Date

APPROVED AS TO FORM:

David Burke, Prosecuting Attorney



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:

7/1/2014

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: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Tim Crose	PHONE / EXT: x2655
SIGNATURE: <i>Tim Crose</i>	DATE: 6/18/14
NARRATIVE OF REQUEST	
<p>The Department requests that the Board rescind Resolution No. 2014-024 and approve a new resolution to establish a petty cash fund for DCD. Resolution 2014-024 was based upon erroneous information about the type of account and the minimum balance required for the account.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

A RESOLUTION AMENDING THE BALANCE OF THE PETTY CASH FUND
FOR THE DEPARTMENT OF COMMUNITY DEVELOPMENT

WHEREAS, the Pacific County Department of Community Development is funded through the Current Expense Fund 116; and,

WHEREAS, the Department of Community Development would like to accept fee payments via credit cards; and,

WHEREAS, on June 10, 2014, Resolution No. 2014-024 was adopted authorizing a new bank account and authorizing the Treasurer's Office to issue a check in the amount of \$250.00 to establish the petty cash fund for that account; and

WHEREAS, the Department of Community Development received notification from the financial institution that a minimum balance of \$500 is required for their account; now therefore

BE IT HEREBY RESOLVED, by the Board of County Commissioners, County of Pacific, State of Washington, that the Pacific County Treasurer be authorized to write one additional Treasurer's Check from Current Expense Fund No. 116, in the amount of \$250.00, to comply with the minimum balance requirements of Department of Community Development's financial institution.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested by its Clerk in authorization of such passage the _____ day of _____, 2014.

___ YEA ___ NAY; ___ ABSTAIN; AND ___ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board

Frank Wolfe, Commissioner



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

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

REQUESTED MEETING DATE:

6/24/2014

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: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Tim Crose	PHONE / EXT: x2655
SIGNATURE: <i>Tim Crose</i>	DATE: 6-16-14
NARRATIVE OF REQUEST	
<p>The Department request approval to hire Ford Electric to install a grounding rod in the Household Hazardous Waste facility, per L&I recommendations.</p> <p>Requests for bids were submitted to two other companies but no response was recieved.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

FORD ELECTRIC COMPANY, INC.

SAME FAMILY BUSINESS "SINCE 1944"

WASHINGTON STATE ELECTRICAL CONTRACTORS LICENSE # FORD EC 155LN

JOB NAME:

PAC COUNTY - GROUNDING

JOB QUOTE DESCRIPTION:

INSTALL GROUND ROD FOR HAZARD WASTE

FROM: FORD ELECTRIC CO., INC.

PO BOX 206, 105 SE 3RD

LONG BEACH, WA 98631

TEL: 360-642-2137

FAX: 360-642-3573

EMAIL: ford.electric.inc@gmail.com

TO: PACIFIC COUNTY

PO BOX 66

SOUTH BEND

JOB SITE: SHAWN HUMPHREYS

318 N 2ND

LONG BEACH WA 98631

TEL: 360-589-2559

EMAIL: shumphreys@co.pacific.wa.us

FAX: 0

WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE ON TODAYS DATE OF:

19-May-14

TOTAL PRICE

Labor & Materials :	\$ 919.20
Permit :	\$ 95.80
Tax :	\$ 79.17
Grand Total :	\$ 1,094.17

Terms of Payment

100% Due when Complete

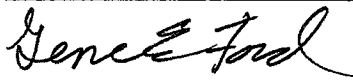
Payment Method - Cash, Check or Money Order (ONLY)

EST. START DATE:

0

QUOTE AGREEMENTS & TERMS:

This quote includes material & labor per print or other information provided by owner or contractor. (See attached sheet) All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will void this quote agreement. The job will then be billed as time & materials (Unless otherwise agreed upon via written contract). All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by workman's compensation insurance. Full payment due 30 from invoice date. Accepted payment methods are cash, check or money order (IF YOU PAY WITH A CREDIT CARD THERE WILL BE A 2% PROCESSING FEE)



Gene Ford, President

Note: This quote is valid for 14 days from the above date unless otherwise advised to you in writing by Ford Electric.

ACCEPTANCE OF PROPOSAL:

By signing below I am agreeing to the above Quote Agreements & Terms and that the specified payment listed above will be made as outlined above. My signature below also verifies that I am in agreement with the above labor & materials costs and hereby accept the material list, specifications and conditions Ford Electric has set forth. I hereby authorize Ford Electric to do the work as listed above.

Date of Acceptance: _____

Customer Signature

Customer Signature

**FORD ELECTRIC
TIME and MATERIAL ESTIMATE SHEET**

DATE : 5/19/2014

JOB NAME : PAC COUNTY - GROUNDING

BILLING PARTY NAME : PACIFIC COUNTY

BILLING ADDRESS : PO BOX 66
SOUTH BEND

JOB SITE ADDRESS : 318 N 2ND
LONG BEACH WA 98631

JOB DISCRIPTION : INSTALL GROUND ROD FOR HAZARD WASTE

QTY	UNITS	DESCRIPTION
1		PERMIT
2		5' GROUND WIRE CLAMPS
4		10" GROUND WIRE CLAMPS
1		8' COPPER GROUND ROD
1		GROUND CLAMPS
1		LUG
10	per foot	GROUND WIRE #6
1		MISC. PARTS - SCREWS, TAPE, WIRE NUTS. ETC..
4		LABOR

June 17, 2014

On Friday, May 30th, I contacted Manneman's Electric and Bud's Electric to request bids for the installation of a ground rod for our Household Hazardous Waste Facility in Long Beach, WA. Both companies stated that they would get back to me to set up a time to meet so they could provide a bid. As of this date, neither company has attempted to contact me regarding the bid requests. The only bid I have received for the work was from Ford Electric.

A handwritten signature in black ink, appearing to read 'Shawn Humphreys', with a stylized, cursive script.

Shawn Humphreys

Environmental Health Specialist

Pacific County DCD



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]

BOCC ACTION:		<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Agenda Item #:		
				Initial:	Date:	
<input type="checkbox"/>	SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS					
<input type="checkbox"/>	NO ACTION TAKEN/WITHDRAWN			<input type="checkbox"/>	DEFERRED TO:	
<input type="checkbox"/>	CONTINUED TO DATE:			TIME:		
<input type="checkbox"/>	OTHER:					
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:	<i>Pacific County Public Health</i>	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	<i>Sharon Block, Deputy Director</i>	PHONE / EXT:	<i>360-875-9300 EXT 2636</i>
SIGNATURE:	<i>Sharon Block</i>	DATE:	<i>6/17/14</i>
NARRATIVE OF REQUEST			
<p>REQUEST APPROVAL FROM THE BOARD OF COMMISSIONERS OF ATTACHED REQUEST FOR AN EXCEPTION TO POLICY TO PROVIDE IN COUNTY MEALS AND REFRESHMENTS FOR HEALTH AND HUMAN SERVICES DEPARTMENT ACTIVITIES/MEETINGS/PROGRAMS FOR 2014. THE TOTAL REQUESTED COMBINED IS \$1350.00. EACH REQUEST IS ALLOWABLE WITHIN THE CORRESPONDING PROGRAM BUDGET AND GRANT GUIDELINES AND PER MEAL COSTS DO NOT EXCEED THE MAXIMUM REIMBURSEMENT ALLOWED BY THE COUNTY. PLEASE CONTACT ME AT EXT 2636 WITH ANY QUESTIONS. THANK YOU!</p>			
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)			

2. MEALS AND LODGING-BASIS FOR REIMBURSEMENT

Reimbursement shall be for authorized travel and expenses, subject to the restrictions provided herein, if such expenses are required or are necessary in the performance of official county business. The reimbursement for meals and lodging expenses incurred on official county business shall be based on the following.

A. Meal Reimbursement

- 
- 1) In-County meals are not eligible for reimbursement unless they are in conjunction with an authorized conference, convention, training or meeting and approved by the Board of Commissioners.
 - 2) The County will not reimburse any meals unless the employee is out of county and has traveled at least 50 miles from both their official workstation and official residence. Reimbursements will be allowed for out-of-county, department authorized, training and conferences where the meal is part of the training or conference.
 - 3) Receipts for meals shall be reimbursed based on the actual expense incurred and in accordance with the Washington State Per Diem Rates (attached as Exhibit A). Meal reimbursement caps will be reviewed on an annual basis and amended by motion of the Board.
 - 4) Tips and gratuities on meals shall be reimbursable at a rate not greater than 15% of the meal cost and must be within the maximum per meal allowance.
 - 5) If an employee is attending a conference or convention, the agenda which indicates what meals are provided in the registration fee shall be attached to the expense voucher.
 - 6) If the employee chooses not to take part in the meal that is provided at the conference or convention, that meal will not be reimbursed.
 - 7) If an employee is required to travel outside of Washington State, meal reimbursements shall be paid at King County rates.
 - 8) Individual exceptions to this policy will not be considered.

B. Lodging Reimbursement

- 1) Lodging reimbursement shall be based on the actual expense. Officers and employees are expected to exercise prudent judgment in the choice of overnight accommodations. Excessive charges for overnight accommodations will not be approved.
- 2) The County will not reimburse any lodging unless:
 - a) the employee has traveled outside of the county
 - b) the employee has traveled more than 50 miles from both their official workstation and official residence
 - c) the employee would have to leave their official residence prior to 5:30am to attend the start of a meeting for lodging the night prior to the meeting
 - d) the employee would arrive at their official residence later than 10:00pm following the end of the conference/meeting

Exception to In County Meal Policy Request

Public Health and Human Services

January-December 2014

<u>Program/Funding Source</u>	<u>Amount</u>	<u>Description</u>	<u>Budgeted?</u>
1) Family Planning	\$150.00	\$10 per person x 15 attendees At annual Family Planning Advisory Council Meeting (June)	YES
2) Medical Reserve Corps (Emergency Prep)	\$600.00	\$10 per person X 30 attendees for bi-annual medical reserve corps Training for volunteers	YES
3) Emergency Prep	\$ 600.00	\$10 per person X 60 attendees For 2(SB and LB) Vulnerable Population's workshops	YES
TOTAL	\$1350.00		



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:

06/24/2014

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:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

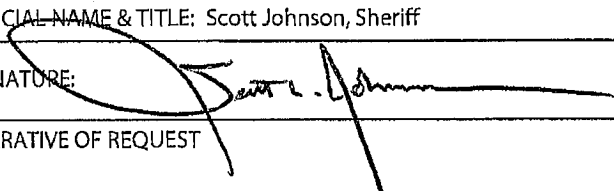
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott Johnson, Sheriff	PHONE / EXT: x3395
SIGNATURE: 	DATE: 06/16/2014
NARRATIVE OF REQUEST	
Request authorization to fill up to three potential vacancies (2 patrol & 1 corrections) within the Sheriff's Office if they become available.	
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:

June 24, 2014


AGENDA REQUEST FORM

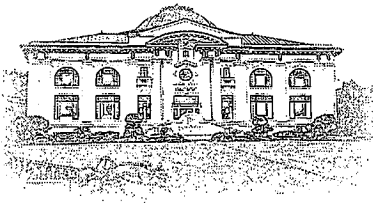
[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #:	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial:	Date:
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO:	Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management	
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal	
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> BCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Vegetation Mgmt
			<input type="checkbox"/> WSD Coop. Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE: 	DATE: June 16, 2014
NARRATIVE OF REQUEST	
Respectfully request that the Board of Commissioners declare June 22 - 28, 2014 as Amateur Radio Week. Governor's proclamation provided as well.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

PROCLAMATION

WHEREAS, more than 25,000 amateur radio operators pursue their proficiency in amateur radio communications; and

WHEREAS, amateur radio operators volunteer and contribute their time, skills, equipment and energy to help those in need; and

WHEREAS, amateur radio operators provide emergency communications for public safety organizations, hospitals, businesses, and the public at large during emergencies and disasters within the state of Washington; and

WHEREAS, government agencies and businesses support state and local efforts to carry out amateur radio communications missions; and

WHEREAS, amateur radio operators deserve our recognition and a salute for hundreds of jobs well done each year.

NOW THEREFORE, we the Board of Pacific County Commissioners in recognition of this event do hereby proclaim the week of June 22-28, 2014, as

AMATEUR RADIO WEEK

In Pacific County, Washington and urge all citizens to join us in recognizing the importance of amateur radio on which we rely on during emergencies or disasters that may occur within Pacific County.

DATED this 24th day of June, 2014.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

The State of Washington



Proclamation

WHEREAS, more than 25,000 amateur radio operators pursue their proficiency in amateur radio communications; and

WHEREAS, amateur radio operators volunteer and contribute their time, skills, equipment and energy to help those in need; and

WHEREAS, amateur radio operators provide emergency communications for public safety organizations, hospitals, businesses, and the public at large during emergencies and disasters within the state of Washington; and

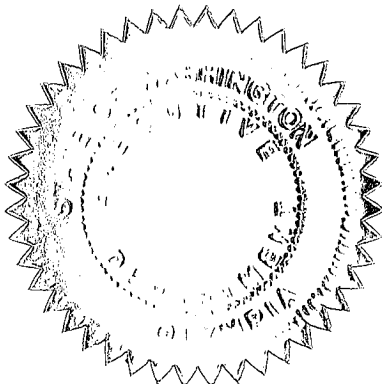
WHEREAS, government agencies and businesses support state and local efforts to carry out amateur radio communications missions; and

WHEREAS, amateur radio operators deserve our recognition and a salute for hundreds of jobs well done each year;

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, do hereby proclaim the week of June 22 - 28, 2014 as

Amateur Radio Week

in Washington, and I urge all people in our state to join me in recognizing the importance of amateur radio on which we can rely on during emergencies or disasters that may occur within the state.



Signed this 29th day of May, 2014

Governor Jay Inslee



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:

June 24, 2014

AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #:	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management	
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal	
DISTRIBUTION LIST:			
<input type="checkbox"/> PC	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Vegetation Mgmt.
			<input type="checkbox"/> WSI Coop. Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE: 	DATE: June 10, 2014
NARRATIVE OF REQUEST	
<p>The WA State Department of Revenue has requested that the county sign a revised Agreement for State Administration of County Enhanced 911 Excise Taxes. The changes to the agreement are minor in nature. A copy of the previous agreement, a copy of the proposed revised agreement with revisions marked, and a clean revised agreement are attached for the Board's information.</p> <p>Request the Board approve and authorize signature.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

THIS AGREEMENT ("Agreement") is entered into by and between Pacific County ("County") and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes. This Agreement is effective January 1, 2011.

WHEREAS, the Legislature of the State of Washington has, by Laws of 2010, First Special Session, ch. 19, § 3, authorized the County to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, Laws of 2010, First Special Session, ch. 19, § 4 requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. an enhanced 911 excise tax on switched access lines of seventy cents (70) per month per line;
2. an enhanced 911 excise tax on radio access lines of seventy cents (70) per month per line; and
3. an enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70) per month per line;

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that DOR sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.
3. In accordance with Laws of 2010, First Special Session, ch. 19, § 4, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue

in the county enhanced 911 excise tax account shall be distributed as provided by law.

4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW as it exists or may hereafter be amended to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Distribution of taxes to the County shall be made in accordance with Laws of 2010, First Special Session, ch. 19, § 5.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds, credits, and interest for enhanced 911 excise taxes imposed by the County shall be charged to the County.
8. Any taxpayer payments of penalties or interest pursuant to Laws of 2010, First Special Session, ch. 19 will be deposited and distributed according to paragraphs 3 and 5 of this Agreement.
9. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among counties as to which county is entitled to particular funds collected under any county's enhanced 911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 12 of this Agreement.
10. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines, and interconnected voice over internet protocol service lines on which each taxpayer collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by

type of line, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Secrecy Clause Affidavit, acknowledging that they understand and will comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the county enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

11. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the county enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of county enhanced 911 excise taxes.
12. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 9, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by all parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

13. This Agreement shall be governed by the laws of the State of Washington.
14. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.

15. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
16. The following persons shall administer this Agreement on behalf of the parties. Any notice required by this Agreement shall be achieved by providing written notice to the persons listed below:

Tiffany Johnson
Department of Revenue
P.O. Box 47476
Suite 301
Olympia, WA 98504-7476
360-902-7122
TiffanyJ@dor.wa.gov

Pacific County
Board of County Commissioners
ADDRESS P O Box 187
PHONE South Bend, WA 98586
EMAIL 360.875.9337
knoren@co.pacific.wa.us

17. This Agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.
18. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.
19. This Agreement takes effect at 12:01 AM, January 1, 2011, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

IN WITNESS WHEREOF, the State of Washington Department of Revenue and Pacific County have executed this Agreement as of the day and year written below.

11/5/10
Date

Approved as to form: On file at WA DOR
Assistant Attorney General
State of Washington

9/28/10
Date

Approved as to form only:

David J. Burke
~~Deputy~~ Prosecuting Attorney
David J. Burke

[Signature]
Deputy Director
Department of Revenue

[Signature]
Jon C. Kaino, Chairman
Pacific County

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

~~THIS AMENDED AGREEMENT~~ ("Agreement") is entered into by and between county name County and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes under chapter 82.14B RCW. This Agreement is effective January 1, 2014.

WHEREAS, the Legislature of the State of Washington has authorized the County under chapter 82.14B RCW to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, the Legislature of the State of Washington has made changes to chapter 82.14B RCW in the laws for 2013, 2nd Special Session, and the County and Department wish to clarify the application of terms in this Agreement in light of that law.

WHEREAS, chapter 82.14B RCW requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. An enhanced 911 excise tax on switched access lines of seventy cents (70 ¢) as provided under chapter 82.14B RCW.
2. An enhanced 911 excise tax on radio access lines used by subscribers of seventy cents (70 ¢) per month, and on such lines used by prepaid consumers of seventy cents (70 ¢) per retail transaction, as provided under chapter 82.14B RCW.
3. An enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70 ¢) per month as provided under chapter 82.14B RCW.

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that the Department sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.

3. In accordance with chapter 82.14B RCW, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue in the county enhanced 911 excise tax account shall be distributed as provided by law.
4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be adopted in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Allocation of any unidentifiable county E911 tax collections (commonly called "pool funds") by the Department among the various local taxing jurisdictions will also be made within thirty days. Distribution of taxes to the County shall be made in accordance with chapter 82.14B RCW.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds and, credits, ~~and interest~~ for County enhanced 911 excise taxes shall be charged to the County.
8. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among the counties as to which county is entitled to particular funds collected under any county's enhanced E911 excise tax, the Department shall determine which county is entitled to the disputed funds. If a dispute arises between or among counties as to which county is entitled to particular funds collected under any county's enhanced 911 excise tax, that dispute~~A dispute between a county and the Department regarding the Department's determination~~ shall be resolved according to paragraph 11 of this Agreement.
9. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911

excise taxes; the number of switched access lines, radio access lines or retail transactions as applicable, and interconnected voice over internet protocol service lines on which each taxpayer collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by type of line or transaction as applicable, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Tax and License Confidentiality Affidavit and comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the County enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

10. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the County enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of County enhanced 911 excise taxes.

11. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 8, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need to be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

~~11.~~ The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

12. This Agreement shall be governed by the laws of the State of Washington.

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13. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.
14. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
15. The following persons (or their successors) shall administer this Agreement on behalf of the parties. Any notice required by this agreement shall be achieved by providing written notice to the persons listed below (or their successors). Any party appointing a new person to administer the Agreement shall also provide notice of the change to the other party along with the appropriate contact information for the new person (e.g. phone number and email address).

Andy Van Gerpen	name of contact person
Department of Revenue	county name County
P.O. Box 47476	address
Olympia, WA 98504-7476	city , WA, zip
360-902-7122	phone

16. This agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.

17. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.

18. This Agreement supersedes the parties' prior agreement and takes effect at 12:01 AM, January 1, 2014, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

IN WITNESS WHEREOF, the State of Washington Department of Revenue and county name County have executed this Agreement as of the day and year written below.

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AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

THIS AGREEMENT ("Agreement") is entered into by and between Pacific County and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes under chapter 82.14B RCW. This Agreement is effective January 1, 2014.

WHEREAS, the Legislature of the State of Washington has authorized the County under chapter 82.14B RCW to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, the Legislature of the State of Washington has made changes to chapter 82.14B RCW in the laws for 2013, 2nd Special Session, and the County and Department wish to clarify the application of terms in this Agreement in light of that law.

WHEREAS, chapter 82.14B RCW requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. An enhanced 911 excise tax on switched access lines of seventy cents (70 ¢) as provided under chapter 82.14B RCW.
2. An enhanced 911 excise tax on radio access lines used by subscribers of seventy cents (70 ¢) per month, and on such lines used by prepaid consumers of seventy cents (70 ¢) per retail transaction, as provided under chapter 82.14B RCW.
3. An enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70 ¢) per month as provided under chapter 82.14B RCW.

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that the Department sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.

3. In accordance with chapter 82.14B RCW, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue in the county enhanced 911 excise tax account shall be distributed as provided by law.
4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be adopted in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Allocation of any unidentifiable county E911 tax collections (commonly called "pool funds") by the Department among the various local taxing jurisdictions will also be made within thirty days. Distribution of taxes to the County shall be made in accordance with chapter 82.14B RCW.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds and credits for County enhanced 911 excise taxes shall be charged to the County.
8. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among the counties as to which county is entitled to particular funds collected under any county's enhanced E911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 11 of this Agreement.
9. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines or retail transactions as applicable, and interconnected voice over internet protocol service lines on which each taxpayer

collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by type of line or transaction as applicable, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Tax and License Confidentiality Affidavit and comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the County enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

10. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the County enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of County enhanced 911 excise taxes.
11. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 8, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need to be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

12. This Agreement shall be governed by the laws of the State of Washington.
13. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.

14. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
15. The following persons (or their successors) shall administer this Agreement on behalf of the parties. Any notice required by this agreement shall be achieved by providing written notice to the persons listed below (or their successors). Any party appointing a new person to administer the Agreement shall also provide notice of the change to the other party along with the appropriate contact information for the new person (e.g. phone number and email address).

Andy Van Gerpen
Department of Revenue
P.O. Box 47476
Olympia, WA 98504-7476
360-902-7122

Stephanie Fritts
Pacific County
PO Box 27
South Bend, WA, 98586
360-875-9340

16. This agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.
17. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.
18. This Agreement supersedes the parties' prior agreement and takes effect at 12:01 AM, January 1, 2014, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

IN WITNESS WHEREOF, the State of Washington Department of Revenue and Pacific County have executed this Agreement as of the day and year written below.

Date

Janetta Taylor
Senior Assistant Director
Department of Revenue

Date

Steve Rogers
Chair, Board of Commissioners
Pacific County

Approved as to form: __Template with signature on file__

Josh Weissman
Assistant Attorney General
State of Washington



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:

June 24, 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

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Auditor's office

DIVISION (if applicable): Auditor/DOL

OFFICIAL NAME & TITLE: Pat M. Gardner

PHONE / EXT: 360 875-9313 X3313

SIGNATURE:

DATE:

6-9-2014

NARRATIVE OF REQUEST

Alex Millican move her from a grade 7-1 to grade 9-1. She will completed her 6 months probation as of the end of June 2014. It is covered by the budget.

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:

6/24/2014

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: Civil Service	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Civil Service Admin Asst	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: <i>Amanda Bennett</i>	DATE: 6/16/14
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Test Security Agreement with IPMA-HR; <i>Confirm chair's signature</i>	

TEST SECURITY AGREEMENT

I. Purpose of Agreement

The Test Security Agreement (TSA) is intended to protect the mutual interests of all public agencies and officials that use test materials obtained from the International Public Management Association for Human Resources (IPMA-HR), as well as the interests of persons who take such tests. As a condition for making test materials available, IPMA-HR requires that all users sign this agreement and fulfill its terms.

II. Terms and Conditions

The individuals who sign this agreement accept, on behalf of the named agency, the responsibility of complying with the following terms and conditions.

- A. All IPMA-HR test materials are the exclusive property of IPMA-HR and are rented to customers on a lease only basis.
- B. TSA signers are required to keep test materials under lock and key at all times outside of test administration. All IPMA-HR test material in the possession of the named agency will be handled and stored in a manner that will prevent unauthorized persons from having access to it.
- C. Authorized personnel include signers of this agreement and the following two exceptions:
 - i. During the test review phase subject matter experts (SMEs) who are not signers may need to review the test in relation to their selection process or may need access to our tests in order to provide input for local validation or transportability studies. In this case, a TSA signer must be present during the review meetings and must ensure that the SMEs are never left alone with the tests or allowed to take them from the meeting site.
 - ii. Although we would prefer that a TSA signer be responsible for administering tests, there are limited exceptions to this rule. We realize that in some situations you may not want test administrators who handle the tests to be able to receive test shipments. Individuals who administer tests are not required to be TSA signers, but IPMA-HR requires that these individuals submit a separate agreement that authorizes them to have access to the tests but may not receive test shipments directly. This agreement is available on our website or by contacting us.
- D. All shipped test materials must be opened by an individual who has signed this agreement. TSA signers agree to secure all test package shipments upon arrival.
- E. Test materials obtained from IPMA-HR will be used only for the official purposes of the named agency in testing candidates for employment and promotion. No individual has the permission to loan, give, sell or otherwise make available any IPMA-HR test material to any organization or individual. This includes but is not limited to copying, photographing or otherwise reproducing IPMA-HR test material for the purpose of study, publication, distribution or administration.
- F. Under no circumstances can IPMA-HR test materials provided to candidates during a test administration be reused. This includes but is not limited to used test booklets and test information packets (TIPs). During a test administration each candidate must be provided with sealed and unused test materials. Used test booklets should either be returned to IPMA-HR or securely destroyed by shredding, incineration, or other methods of destruction. Unused test materials may be returned to IPMA-HR for credit or kept under lock and key for future test administrations at the discretion of TSA signers.
- G. No candidate review of entry-level tests is permitted. Agencies required to have review and appeal procedures must follow the instructions for handling candidate reviews and item challenges described in the publication *Considerations in Handling Item Challenges*, which is available online or upon request. This publication contains detailed steps for handling promotional-level candidate reviews and resolving item challenges in such a way that will help ensure you maintain test security.
- H. IPMA-HR must be notified immediately if any of our test materials become involved in legal or regulatory compliance proceedings. The named agency will inform the legal authority of the terms and conditions of this agreement and will seek a court protective order to safeguard the security of the test materials.
- I. By including IPMA-HR's tests, products, and services as all or part of a testing process, the named agency assumes full responsibility for ensuring that all tests are used for their intended purpose and that the agency's hiring and/or promotional practices comply with legal, ethical, and professional guidelines. IPMA-HR has completed a national criterion-related and/or content related validation studies demonstrating the job relatedness of our tests. However, it is the agency's responsibility to collect evidence showing that the knowledge, skills, abilities and personal characteristics measured by IPMA-HR's tests are required to perform the job in their agency by conducting a local validation study or transportability study.
- J. An agency will sign a new TSA whenever the principal signer of the agreement leaves the agency or the agency desires to designate additional individuals as being authorized to order, receive and store IPMA-HR test materials.

III. Principal vs. Alternate Signers

It is agreed that the individuals who sign this agreement will be authorized to order IPMA-HR test material and will be the individuals to whom such material is sent. A principal signer, as described in Section IV, has the option of designating alternate signers on this agreement. The alternate signers should be employees who are entrusted to order, receive, store and/or administer tests. Alternate signers share full responsibility with the principal signer for carrying out the terms and conditions of the TSA. Future updates to the TSA need to be signed by the original agreement's principal signer. In the event that the principal signer leaves the agency, the agency needs to submit another TSA to designate a new principal signer.

IV. Completing the Agreement

IPMA-HR requires that principal signers hold specific positions within the agency named on this agreement. Please review the table on side two for guidelines as to who should sign the TSA.

In cases where agencies do not have a formal personnel system, the principal signer should be a manager who is responsible for personnel functions (e.g., City Manager, Mayor, Assistant Manager, President of the County Board, President of the Fire Protection District, etc).

TEST SECURITY AGREEMENT

Type of Agency	Principal Signer	Suggested Alternate Signers
Centralized HR Department	• HR Director	• HR Analyst • HR Technician
Civil Service Commission	• President • Chairperson	• Secretary
Police Department*	• Police Chief	• Administrative Ranks • Police HR Staff • Training Coordinator
Fire Department*	• Fire Chief	• Administrative Ranks • Fire HR Staff • Training Coordinator
Correctional Facility*	• Warden/ Sheriff	• Correctional HR staff • Administrative Ranks
Emergency Communications Center*	• Director	• ECC HR Staff • Training Coordinator

*IPMA-HR does not recommend that operating departments receive test shipments directly. We strongly recommend that test orders from operating departments be channeled through a Centralized HR Department or Civil Service Commission.

V. Consultants

IPMA-HR defines consultants as those individuals who are not directly employed by the agency named on this agreement, but who are involved in the testing process. A consultant who wishes to conduct business with IPMA-HR is required to file a separate TSA for each agency they are working with. The consultant can only be named as an alternate signer. The principal signer must be one of the officials listed on the table in Section IV. IPMA-HR will not allow consultants who develop, publish, or market competing products to sign the TSA.

VI. Termination of Agreement

IPMA-HR retains the right to terminate this agreement and withhold or recall its test materials if it believes the terms and conditions of this agreement are being or have been violated.

**** ALL SIGNATURES REQUIRED ****

**** SIGNERS MUST PROVIDE AN E-MAIL ADDRESS ****

Agreements that are sent by fax or e-mail are required to provide a legitimate business related e-mail address. E-mail addresses from free web-based services that are available to the public (e.g. Gmail, Yahoo!, Hotmail, etc.) or Internet service providers (e.g. Comcast, Verizon, Suddenlink, etc.) will not be accepted for faxed or electronic agreements and must be physically mailed to us with proof of the signer's relationship to the public agency named above, such as a business card.

IPMA-HR reserves the right to delay processing your TSA if signatures or contact information are missing. Please contact IPMA-HR for more information. Please retain a copy of this agreement and its terms for your records.

PLEASE NOTE: I, the undersigned, understand that testing material may not be reused and that each candidate will be provided with unused testing material. Upon completion of my Test Security Agreement, I agree to follow all of IPMA-HR's procedures regarding the return or destruction of all test materials.

Parties to the Agreement

The parties to this Test Security Agreement are the International Public Management Association for Human Resources (IPMA-HR) and the public agency named below.

A. AGENCY NAME

Pacific County Civil Service

AGENCY NAME

1216 W. Robert Bush Drive #6

STREET ADDRESS

South Bend

CITY

WA

STATE

98586

ZIP

360-875-9334

TELEPHONE

360-875-9335

FAX

On behalf of this agency, I accept this agreement and assure compliance with its terms and conditions:

B. PRINCIPAL SIGNER (PLEASE PRINT)

Steve Rogers

PRINCIPAL SIGNER

Chair

TITLE

360-875-9337

TELEPHONE

srogers@co.pacific.wa.us

E-MAIL

[Signature]

SIGNATURE

6/18/2014

DATE

C. ALTERNATE SIGNERS (OPTIONAL)

Amanda Bennett

FIRST ALTERNATE (PLEASE PRINT)

Civil Service Administrator

TITLE

360-875-9334

TELEPHONE

abennett@co.pacific.wa.us

E-MAIL

Amanda Bennett

SIGNATURE

6/16/14

DATE

Marie Guernsey

SECOND ALTERNATE (PLEASE PRINT)

Clerk of the Board

TITLE

360-875-9337

TELEPHONE

mguernsey@co.pacific.wa.us

E-MAIL

Marie Guernsey

SIGNATURE

6/16/14

DATE

RETURN BY MAIL TO:

IPMA-HR

1617 Duke Street, Alexandria, VA 22314

RETURN BY FAX TO:

(703) 684-0948

RETURN BY E-MAIL TO:

assessment@ipma-hr.org



REQUESTED MEETING DATE:

6/24/2014

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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 360-875-9334 Ext 3334
SIGNATURE: <i>Amanda Bennett</i>	DATE: 6/11/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Acknowledge receipt of claim number 2014-03-004 and approve to pay for claim of damages	



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:

6/24/2014

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: _____

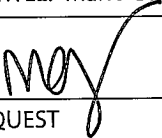
Review: ☐ Clerk of the Board
☐ Risk Management
☐ Legal

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 6/10/2014
NARRATIVE OF REQUEST	
<p>The Pacific Council of Governments have submitted their recommendations regarding the 0.09% Local Sales Tax Funds Allocation. Their recommendations are as follows:</p> <p>Port of Willapa Harbor for one year in the amount of \$25,000 PROJECT: Tokeland Marina Seafood/Local Projects Market Port of Peninsula for one year in the amount of \$25,000 PROJECT: Beach to Bay Trail Segment 4 Planning/Permitting Pacific County EDC for one year in the amount of \$8,000 PROJECT: Targeted Marketing Efforts</p> <p>Contracts have been prepared for your consideration.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve recommendations from Pacific Council of Governments regarding the 0.09% Local Sales Tax Funds Allocation (Fund 126) and approve contracts with the Port of Willapa Harbor, for one year in the amount of \$25,000; Port of Peninsula, for one year in the amount of \$25,000 and with the Pacific County EDC, for one year in the amount of \$8,000</p>	

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 continue the redevelopment of the Tokeland Marina by constructing a new Seafood/Local Products Market on the southeasterly edge of the marina boat basin at the site of the “old café”; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market 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 Seafood/Local Products Market 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 Seafood/Local Products Market Project will require substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market 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 one year beginning July 1, 2014 through June 30, 2015 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 Seafood/Local Products Market Project by constructing a new Seafood/Local Products Market on the southeasterly edge of the marina boat basin at the site of the “old café”;. 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 Seafood/Local Products Market Project as specified in the 2014 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 one year beginning July 1, 2014, through June 30, 2015 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 1st day of July, 2014. It will continue in effect through the 30th day of June 2015, 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:

Name, Title Date

Frank Wolfe, Commissioner

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 Marina Seafood/Local Products Market Annual X
Long-term

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. A copy of the WA-CERT list is attached.

2. Briefly describe your project:

The Port of Willapa Harbor has undertaken the redevelopment of the Tokeland Marina. The scope of the project continues to expand and now includes:

- Planning, Design, Permitting
- Seafood/local products market
- New breakwater/transient float
- Public Restrooms and Marina Office
- Reconstructed Commercial Pier
- Landscaping and parking improvements
- Upgraded septic systems
- New transient floats
- Expanded upgraded RV Park
- Shoreline Erosion Protection
- Marine fuel service
- Expanded boat basin/dredging footprint
- Acquisition of private residence and renovation for commercial use

This application requests funding for the Seafood/Local Products Market. The market will be constructed on the southeasterly edge of the marina boat basin at the site of the "old café". Nelson Crab, an iconic

local business founded in 1934, will lease and operate the market. 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. The new market will be expanded to include an array of local seafood, local agricultural products such as cranberries, blueberries, wines, jams, etc. as well as locally made arts and crafts.

The building will include a commercial kitchen and food preparation room, which will be available to small food processors, as well as used by Nelson Crab. We also plan to incorporate a business incubator program. Participating businesses will be offered assistance with business development and opportunities for joint marketing, shared websites, online sales, etc.

The building will be approximately 3,400 sf with 2,400 sf on the first floor and 1,000 sf on the second floor.

3. Describe the current status of your project: (Include work completed or in progress)

The Port plans to begin construction of the seafood/local products market this summer. The building design will be completed in May. The North Cove Fire Department is scheduled to burn the "old café" building on April 27th. Depending on available funding we hope to complete construction within one year.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

The Tokeland Seafood Market will be owned by the Port and leased to a long-standing private business. The market will provide a local retail outlet and an array of small business services to participating vendors. This is an investment in public infrastructure to support economic development.

5. Total project cost: Marina Redevelopment - \$3,000,000 Seafood Market - \$425,000

6. Yearly amount requested from this funding: \$25,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes ☐ No ☒ (Describe)

The marina redevelopment project is phased. However, the seafood retail outlet will be completed in a single phase.

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

* USDA Rural Business Enterprise Grant	\$ 50,000
* CERB Community Revitalization Grant	200,000
* Nelson Crab Contribution (Commercial kitchen equipment and specialty finishes)	<u>50,000</u>

TOTAL: \$300,000

The Port has commitments totaling \$300,000 in grant and private funds for the seafood/local products market. An additional \$1,111,000 in grant funding has been committed to the larger marina redevelopment project.

The Port must match these funds with an additional approximately 30% or \$125,000 for the seafood market and approximately \$335,000 for the first phase of the marina redevelopment (i.e. public restrooms, breakwater, commercial pier renovations, landscaping and parking).

10. Have you applied for any other sources to complete your funding? Yes ____ No X (List)

<u>Source</u>	<u>Amount</u>	<u>Status</u>
---------------	---------------	---------------

11. Describe project specific employment benefits as follows:

Additional 4 FTE During Construction
Additional 5 FTE Employed by Facility when complete
Additional 5 FTE hired as a direct result of this project
Retained ____ 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.

Construction:

An estimated 4 FTE will be required for the construction of the new building and septic system.

Employed by Facility:

Nelson Crab plans to employ five people to operate the seafood market. They will also manage their fish buying, processing and outside product marketing and sales from this location.

Additional Hired as a Direct Result of this Project:

This retail outlet will contribute to the support of an estimated 20 to 30 local vendors.

Additional _____ Businesses Created by Facility when complete
Retained _____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

- Number of local vendors participating in the seafood/local products market
- Sales volumes from market

13. Describe any other economic benefits of this project:

The Tokeland/North Cove community is working to enhance tourism and expand their economy. The market will provide an outlet for local vendors, as well as be an attraction for visitors.

14. List any other information you feel is pertinent to this application:

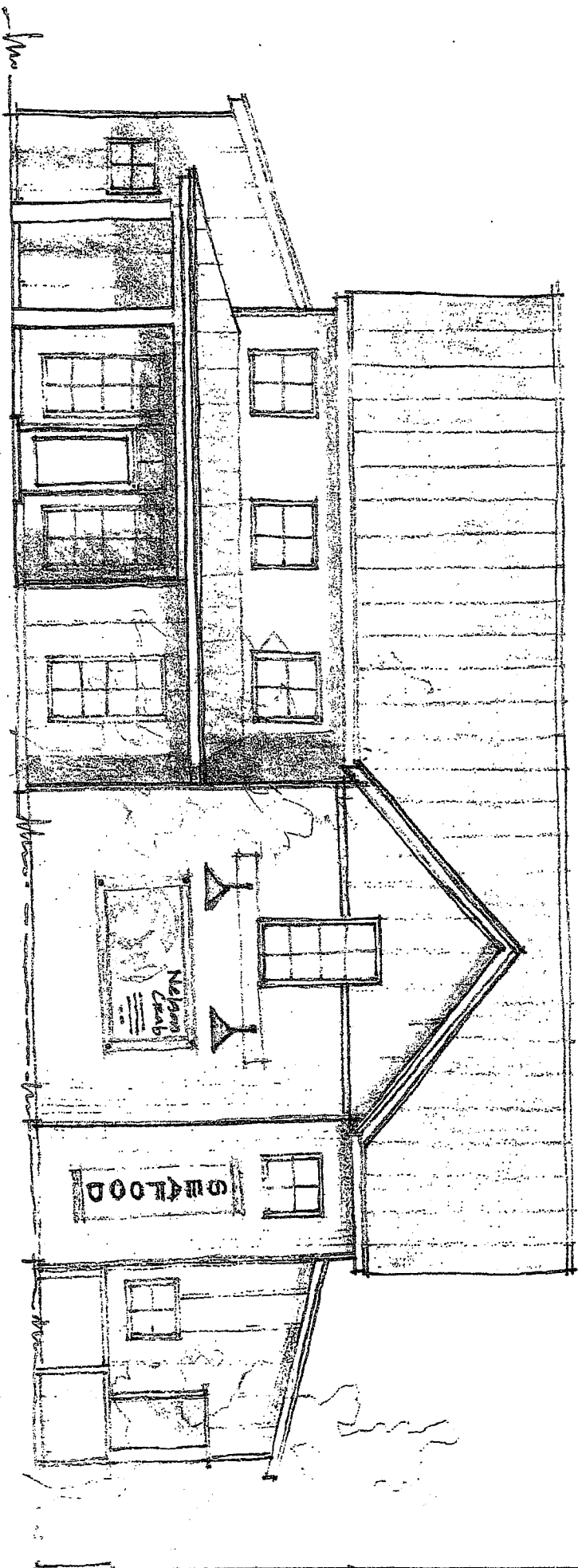
Sustainable Tokeland, a local citizens group including the Shoalwater Bay Tribe, local businesses and residents has been actively involved in the planning of this project.

The redevelopment of the Tokeland Marina is the Port of Willapa Harbor's top capital priority. The existing marina facilities are in poor condition and in need of replacement. The boat basin is large with capacity for additional floats. There is currently a 10-year waiting list for moorage.

The Port has been awarded short-term local option sales tax funds in 2010, 2012, and 2013. In past years this project may have been awarded long-term support, however because of limited funds, long-term awards have not been possible. The Port, therefore, has submitted multiple requests. The local option sales tax has allowed us to leverage other funding sources to undertake this long overdue project.

ATTACHMENTS

1. Seafood/Retail Market Schematic Design
2. Photo of existing marina building to be replaced
3. WA-CERT List

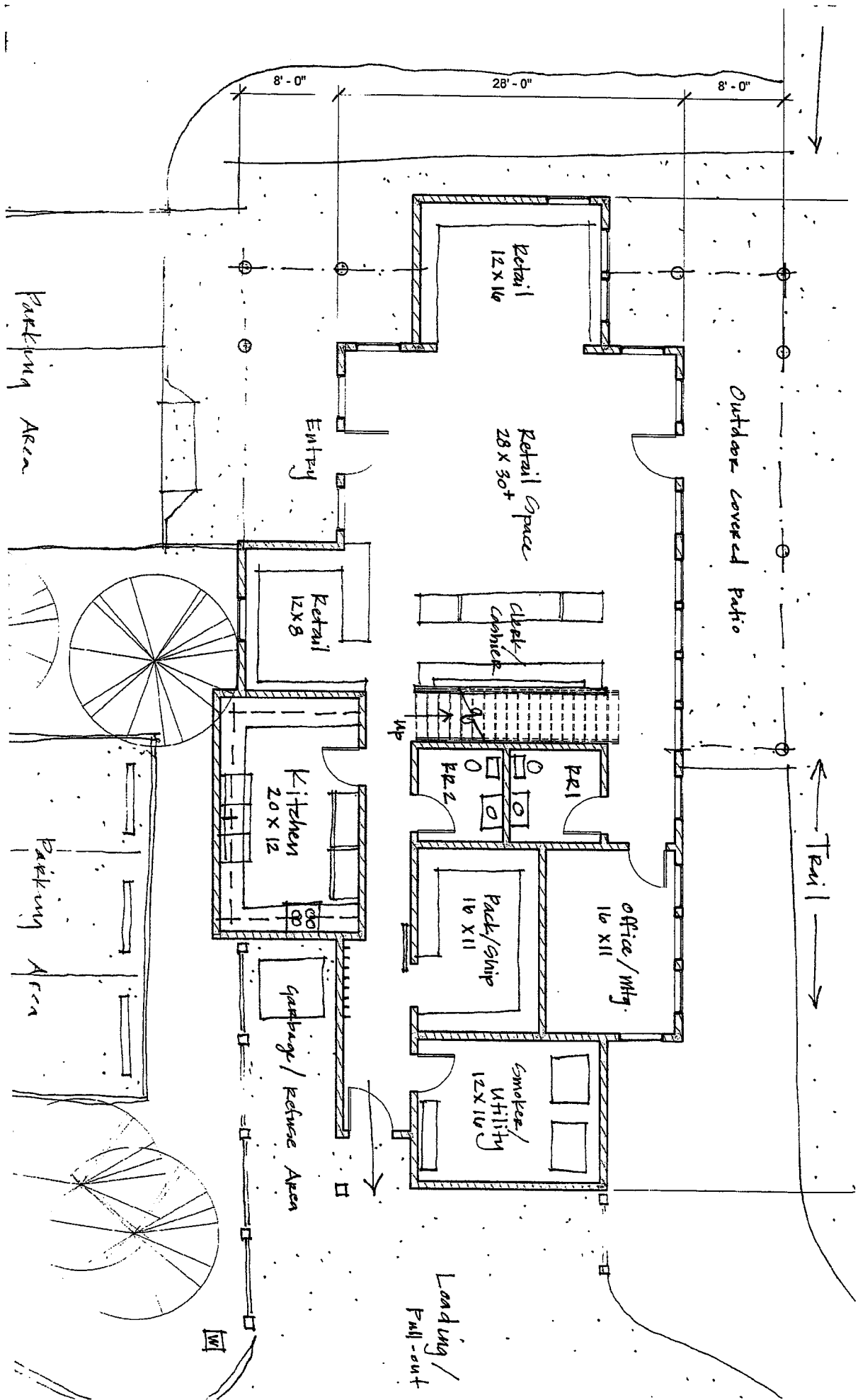


© Tokeland Marina Building

SOUTH ELEVATION - PROPOSED

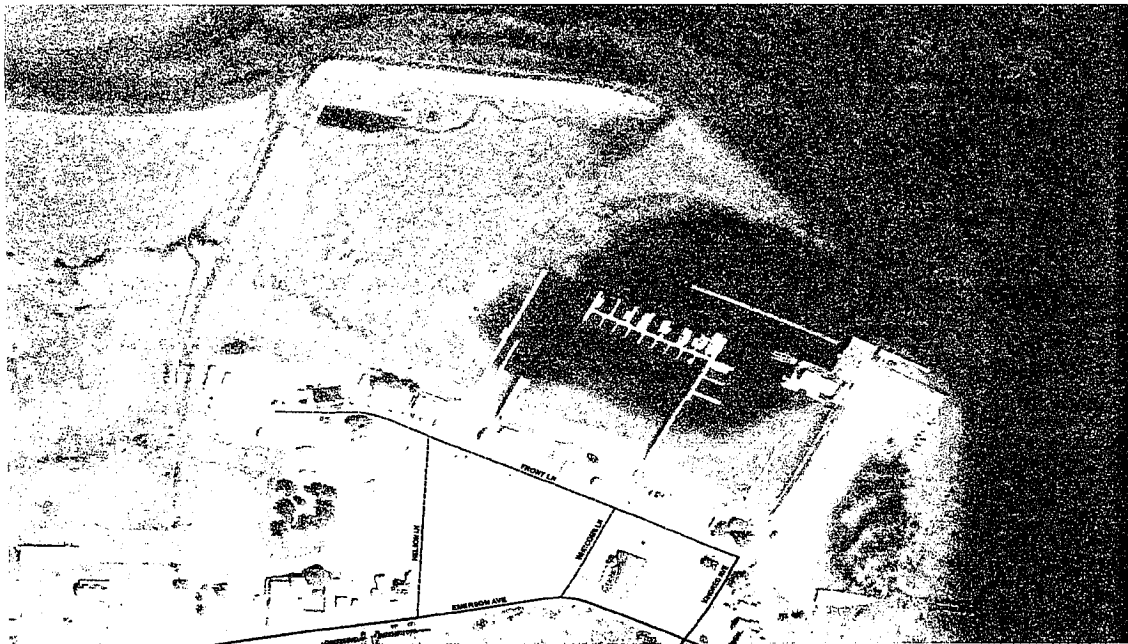
1/8" = 1'-0"

cmgdesign/10.10.13





Old Café to be demolished and replaced with new building.



Aerial view of Tokeland Marina

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
6	Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
11	PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
* 14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF PENINSULA

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Peninsula – 3311 275th Street, Ocean Park, Washington 98640 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to complete Segment 4 Planning/Permitting for the Beach to Bay Trail Project in Ocean Park, Washington; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting 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 Beach to Bay Trail Project Segment 4 Planning/Permitting will require substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting 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**

Ten thousand dollars (\$10,000) for one year beginning July 1, 2014 through June 30, 2015 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 Beach to Bay Trail Project Segment 4 Planning/Permitting to connect the beach to the bay via separated multi-modal non-motorized trail, which runs parallel to Bay Avenue and runs approximately 2,400 feet west, finally terminating just short of Mean High Tide at the Pacific Ocean. 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 Beach to Bay Trail Project Segment 4 Planning/Permitting as specified in the 2014 Port of Peninsula 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 ten thousand dollars (\$10,000) for one year beginning July 1, 2014, through June 30, 2015 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.

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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.

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The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of July, 2014. It will continue in effect through the 30th day of June 2015, unless sooner terminated or extended as provided herein.

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- 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.

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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: Mary DeLong, Manager
Port of Peninsula
3311 275th Street
Ocean Park, WA 98640
Telephone: 360/665-4547

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

RECIPIENT (Port of Peninsula)

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

Mary DeLong, Manager Date

Steve Rogers, Chair

ATTEST:

Name, Title Date

Frank Wolfe, Commissioner

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: Beach to Bay Trail Segment 4 Planning/Permitting Annual X
Long-term _____

Applicant: Port of Peninsula

Contact: Name Mary DeLong/ Jay Personius

Address: 3311 275th Street

City, state, zip: Ocean Park, WA 98640

Phone #: 360-665-4547 **E-Mail:** Mary @portofpeninsula.org

Name of person authorizing submittal (print or type): Mary DeLong

Signature of person authorizing submittal: Mary DeLong

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.**

An application to be included on the Wa-Cert list has been submitted for Approval. A copy of Port of Peninsula Comprehensive Plan which includes Completion of Beach to Bay Trail as a community driven priority.

2. Briefly describe your project:

The Port of Peninsula have facilitated planning, permitting and funding phases for segments one, two and three of Beach to Bay Trail (B2B Trail) in Ocean Park, Washington. The B2B Trail is currently a highly used five foot wide "black ribbon" asphalt multi modal non motorized trail separated from State Hwy 103 (Bay Ave) beginning at Sandridge road in the East and currently ending nearly 3,000 feet to the West at R street.

Segment two going from R street to Ridge Avenue is fully funded for construction and currently undergoing environmental review. It will be a continuation in a similar "black ribbon" style. This segment will also include significant drainage upgrades.

Segment three is in planning phase moving toward permitting and funding phases. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. This segment will also include many community amenities such as decorative energy efficient lighting upgrades, decorative elements, bike racks and benches. With robust community participation already, this segment has numerous funding match components as it promises to turn the liability of the currently dangerous and unpredictable interactions of motorized and non-motorized user groups into a significant safety upgrade and economic asset in the form of controlled and managed stream of traffic past those adjacent storefronts with a crossing at the village's only light controlled intersection. This segment holds the promise of freshening up the look and feel of the village while enhancing the existing historical architectural motifs.

Segment four is the focus of this grant application. It will finally connect the beach to the bay via separated multi-modal non-motorized trail. Segment four begins separated but parallel to Bay Ave. and runs approximately 2400 feet West, finally terminating just short of Mean High Tide at the Pacific Ocean.

3. Describe the current status of your project: (Include work completed or in progress)

3000 feet of black ribbon currently completed from Sandridge Rd. near Willapa Bay to R st. in urban core in rural village of Ocean Park, Washington.

Segment two from R St. to Ridge Ave. including significant drainage upgrades fully funded and undergoing environmental review. Segment two scheduled to be completed during 2014.

Segment three is in planning phase moving toward permitting and funding phases. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment has numerous funding match components and has a projected completion date of 2015.

Segment four is in the conceptual phase. We are seeking planning and permitting monies. Current concept design results from significant outreach to land owners of adjacent properties. Due to unanimity of support from those directly affected landowners, planning and permitting anticipated to be completed within one calendar year from grant award.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

As a strategic public facility infrastructure improvement, in the jurisdictional district of the Port of Peninsula, comprised of public roadway right of way improvements within a county with "an inadequate infrastructure to attract investment" and a population density of less than 100 per square mile as determined by the Office of Financial Management, funding the planning/permitting of segment four of the Beach to Bay Trail is squarely within the letter and legislative intent of HB 2260 (1999) to "use resources strategically to build on our state's strengths while addressing threats to our prosperity.

5. Total project cost: \$ 10,000

6. Yearly amount requested from this funding: \$ 10,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes ☐ No ☒ (Describe)

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

None:

STP funds, WSDOT and Port of Peninsula in kind.

These requested funds represent the final piece of planning/permitting monies needed to complete the Beach to bay Trail.

10. Have you applied for any other sources to complete your funding? Yes ☐ No ☒ (List)

<u>Source</u>	<u>Amount</u>	<u>Status</u>
---------------	---------------	---------------

11. Describe project specific employment benefits as follows:

Additional FTE During Construction

Additional _____ FTE Employed by Facility when complete
Additional _____ FTE hired as a direct result of this project
Retained _____ 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.

Approximately 304 jobs depend on the secure, stable Port facilities. The jobs relate to the shellfish industries based at the port. The Port of Peninsula is an economic development resource for our communities. Several workers at port facilities use this trail to commute to work daily. More accurate numbers to be garnered from RTPO traffic counting devices and surveys.

Additional _____ Businesses Created by Facility when complete
Retained _____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Have requested RTPO traffic counting devices for baseline data and usage trends.

Track use by port related workers for work commute. Track safety data for longitudinal analysis.

Continued and increased utilization of the port facilities for commercial and recreational activities.


13. Describe any other economic benefits of this project:

There is a growing body of evidence that supports the assertion that businesses adjacent to trails fare better than those without trails. Trail adjacent spending has been measured as growing ten fold since 2002 in the United States. Housing values in Pacific County adjacent to the Discovery Trail suffered a measurably smaller loss in value than those away from the trail even when compared with shoreline houses just north of the trail.

14. List any other information you feel is pertinent to this application:

The currently completed segments of the Beach to bay Trail is highly used. There is overwhelming community support for the completion of this trail. When completed, this trail offers much needed safety enhancements for recreational users, workers who regularly commute as well as school children who use this route as a safe route to and from school and field trips to the Nearby Oyster House Interpretive Center.

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
 6	Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
11	PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And

THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Pacific County Economic Development Council, 530 Commercial Street, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to push the county’s marketing efforts toward expansion and recruitment activities; and

WHEREAS, the RECIPIENT’S Targeted Marketing Efforts Project meets the definition of a public facility funding eligible activity as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Targeted Marketing Efforts 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, 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 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**

Up to eight thousand dollars (\$8,000) 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 reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the completion of Targeted Marketing Efforts Project. The Project will help to push the county’s marketing efforts toward expansion and recruitment activities. 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**

Funding shall only be used for expenses incurred for completing the Targeted Marketing Efforts Project as specified in the 2014 Pacific County EDC 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 up to eight thousand dollars (\$8,000) 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 funding, 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 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. **INDEMNIFICATION/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.
- B. In accepting this CONTRACT, the RECIPIENT, 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 RECIPIENT 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 RECIPIENT, 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 commence the 1st day of July 2014. It will continue in effect through the 30th day of June 2015 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:

Paul Philpot, Director
Pacific County EDC
530 Commercial Street
Raymond, WA 98577
Telephone: 360/875-9330

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

RECIPIENT
Pacific County EDC

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Name Title

Steve Rogers, Chair

ATTEST:

Name Title Date

Frank Wolfe, Commissioner

APPROVED AS TO FORM:
DR. DAVID J. BURKE
Pacific County Prosecuting Attorney

Lisa Ayers, Commissioner

ATTEST:

By: _____

Clerk of the Board Date

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Project Title: Targeted Marketing Efforts for Pacific County Annual X
Long-term

Applicant: Pacific County Economic Development Council

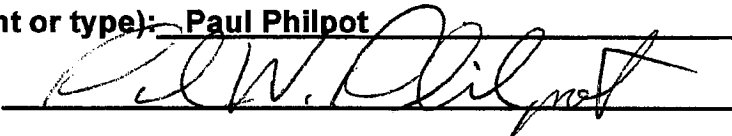
Contact: Name Paul Philpot

Address: 211 Commercial St.

City, state, zip: Raymond, WA 98577

Phone #: 360.875.9330 E-Mail: director@pacifiedc.org

Name of person authorizing submittal (print or type): Paul Philpot

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

2. Briefly describe your project:

The targeted marketing plan will build upon the two studies completed in recent years; the Economic Opportunity Study of 2009 and the Commercial/Service Study of 2011 along with other marketing efforts. This plan will push the county's marketing efforts toward expansion and recruitment activities for Pacific County as outlined below.

- a. Continue ad placement in trade and economic development magazines for positive identification of Pacific County, taking advantage of existing, traditional strengths, as well as new or emerging opportunities.
- b. Updating of the Pacific County Economic Development booklet.
- c. Enhanced marketing materials for site specific locations.
- d. Updating of the Pacific County Economic Vitality Report – the county's economic performance report.
- e. Overhaul of Pacific County EDC's website, building upon site selector's page, with commercial/industrial maps and other information.
- f. Mail-out marketing materials to targeted businesses.
- g. Continued participation with Site Location Partnership.
- h. Use of local awareness efforts, as warranted.

3. Describe the current status of your project: (Include work completed or in progress)

This project is dependent on this funding request. Data has been collected through the previous studies which will be utilized to accomplish many of the tasks above. Since 2011 strong efforts have been placed on increasing recognition of Pacific County in the global market place as a place to enjoy a high quality of life, and to compete economically.

4. State why this project meets the standard of HB2660 passed during the Washington State 1999 Legislative Session:

In accordance with RCW 82.14.370 - Sales and use tax for public facilities in rural counties, Associate Development Organizations (PCEDC) are eligible to apply for 0.09% sales tax for the purpose to finance personnel in economic development offices and/or economic development purposes.

- (ii) "Economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county.
- (iii) "Economic development office" means an office of a county, port districts, or an associate development organization as defined in RCW 43.330.010, which promotes economic development purposes within the county.

5. Total project cost: \$24,000

6. Yearly amount requested from this funding: \$12,000

7. Number of years funding is requested: 2

8. Is this a phased project? Yes X No (Describe)

Project would conclude June 30, 2016

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

PCEDC in-kind match - \$6,000

10. Have you applied for any other sources to complete your funding? Yes No X (List)

<u>Source</u>	<u>Amount</u>	<u>Status</u>
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11. Describe project specific employment benefits as follows:

Additional 15 FTE During Construction
Additional 10 FTE Employed by Facility when complete
Additional 5 FTE hired as a direct result of this project
Retained 10 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 2 Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Republish printed economic vitality index
Enhance professional site selector portfolio
Refinement of database geared to targeted businesses for recruitment
Continue tracking number of mail-outs
Work to increase ad placements based on relationships with publishers

Long term – These efforts will expand the development of necessary information and implementation of effective marketing and recruitment efforts for new industrial and commercial/service businesses to Pacific County.

This project builds on the economic vitality index in 2013; the marketing strategy is being aimed at target industries & specific types of businesses through external marketing efforts; advertisement, mail-outs and web page development.

13. Describe any other economic benefits of this project:

This project will provide information on Pacific County as a viable county as a place for expansion or start-up. Along with the marketing of target industries through trade show attendance and mail-out campaign.

14. List any other information you feel is pertinent to this application:

- a. Preparing for the future
- b. Sustaining economic development
- c. Growing our economic base
- d. Providing diversification of existing economy
- e. Promoting the construction of necessary infrastructure
- f. Providing a cohesive county wide strategy

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Project Title: Beach to Bay Trail Segment 4 Planning/Permitting Annual X
Long-term

Applicant: Port of Peninsula

Contact: Name Mary DeLong/ Jay Personius

Address: 3311 275th Street

City, state, zip: Ocean Park, WA 98640

Phone #: 360-665-4547 **E-Mail:** Mary @portofpeninsula.org

Name of person authorizing submittal (print or type): Mary DeLong

Signature of person authorizing submittal: Mary DeLong

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.

An application to be included on the Wa-Cert list has been submitted for Approval. A copy of Port of Peninsula Comprehensive Plan which includes Completion of Beach to Bay Trail as a community driven priority.

2. Briefly describe your project:

The Port of Peninsula have facilitated planning, permitting and funding phases for segments one, two and three of Beach to Bay Trail (B2B Trail) in Ocean Park, Washington. The B2B Trail is currently a highly used five foot wide "black ribbon" asphalt multi modal non motorized trail separated from State Hwy 103 (Bay Ave) beginning at Sandridge road in the East and currently ending nearly 3,000 feet to the West at R street.

Segment two going from R street to Ridge Avenue is fully funded for construction and currently undergoing environmental review. It will be a continuation in a similar "black ribbon" style. This segment will also include significant drainage upgrades.

Segment three is in planning phase moving toward permitting and funding phases. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. This segment will also include many community amenities such as decorative energy efficient lighting upgrades, decorative elements, bike racks and benches. With robust community participation already, this segment has numerous funding match components as it promises to turn the liability of the currently dangerous and unpredictable interactions of motorized and non-motorized user groups into a significant safety upgrade and economic asset in the form of controlled and managed stream of traffic past those adjacent storefronts with a crossing at the village's only light controlled intersection. This segment holds the promise of freshening up the look and feel of the village while enhancing the existing historical architectural motifs.

Segment four is the focus of this grant application. It will finally connect the beach to the bay via separated multi-modal non-motorized trail. Segment four begins separated but parallel to Bay Ave. and runs approximately 2400 feet West, finally terminating just short of Mean High Tide at the Pacific Ocean.

3. Describe the current status of your project: (Include work completed or in progress)

3000 feet of black ribbon currently completed from Sandridge Rd. near Willapa Bay to R st. in urban core in rural village of Ocean Park, Washington.

Segment two from R St. to Ridge Ave. including significant drainage upgrades fully funded and undergoing environmental review. Segment two scheduled to be completed during 2014.

Segment three is in planning phase moving toward permitting and funding phases. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment has numerous funding match components and has a projected completion date of 2015.

Segment four is in the conceptual phase. We are seeking planning and permitting monies. Current concept design results from significant outreach to land owners of adjacent properties. Due to unanimity of support from those directly affected landowners, planning and permitting anticipated to be completed within one calendar year from grant award.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

As a strategic public facility infrastructure improvement, in the jurisdictional district of the Port of Peninsula, comprised of public roadway right of way improvements within a county with "an inadequate infrastructure to attract investment" and a population density of less than 100 per square mile as determined by the Office of Financial Management, funding the planning/permitting of segment four of the Beach to Bay Trail is squarely within the letter and legislative intent of HB 2260 (1999) to "use resources strategically to build on our state's strengths while addressing threats to our prosperity.

5. Total project cost: \$ 10,000

6. Yearly amount requested from this funding: \$ 10,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes No x (Describe)

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

None:

STP funds, WSDOT and Port of Peninsula in kind.

These requested funds represent the final piece of planning/permitting monies needed to complete the Beach to bay Trail.

10. Have you applied for any other sources to complete your funding? Yes No x (List)

Source	Amount	Status
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11. Describe project specific employment benefits as follows:

Additional FTE During Construction

Additional ____ FTE Employed by Facility when complete
Additional ____ FTE hired as a direct result of this project
Retained ____ 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.

Approximately 304 jobs depend on the secure, stable Port facilities. The jobs relate to the shellfish industries based at the port. The Port of Peninsula is an economic development resource for our communities. Several workers at port facilities use this trail to commute to work daily. More accurate numbers to be garnered from RTPPO traffic counting devices and surveys.

Additional ____ Businesses Created by Facility when complete
Retained ____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Have requested RTPPO traffic counting devices for baseline data and usage trends.

Track use by port related workers for work commute. Track safety data for longitudinal analysis.

Continued and increased utilization of the port facilities for commercial and recreational activities.

13. Describe any other economic benefits of this project:

There is a growing body of evidence that supports the assertion that businesses adjacent to trails fare better than those without trails. Trail adjacent spending has been measured as growing ten fold since 2002 in the United States. Housing values in Pacific County adjacent to the Discovery Trail suffered a measurably smaller loss in value than those away from the trail even when compared with shoreline houses just north of the trail.

14. List any other information you feel is pertinent to this application:

The currently completed segments of the Beach to bay Trail is highly used. There is overwhelming community support for the completion of this trail. When completed, this trail offers much needed safety enhancements for recreational users, workers who regularly commute as well as school children who use this route as a safe route to and from school and field trips to the Nearby Oyster House Interpretive Center.

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
6	Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
* 11	PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000



REQUESTED MEETING DATE:

June 24, 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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: June 12, 2014
NARRATIVE OF REQUEST Please consider approval of the fiscal year 2015 budget calendar.	
RECOMMENDED MOTION	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

**IN THE MATTER OF THE PACIFIC COUNTY
BUDGET CALENDAR FOR FISCAL YEAR 2015**

WHEREAS, the Board of Pacific County Commissioners has determined that the interests of the county and its officials, elective and appointive, in charge of an office, department, service, or institution of the county can best be served by establishing an alternative budget hearing process and dates as allowed in RCW 36.40.071; now, therefore

IT IS HEREBY RESOLVED that the calendar to process the Pacific County budget for fiscal year 2015 (fy2015) shall be as follows:

1. **FILING ESTIMATES**: To satisfy RCW 36.40.010 the county auditor shall, by Monday, July 14, 2014, notify each county official, elective or appointive, in charge of an office, department, service, or institution of the county, to file with her on or before Monday, August 11, 2014, their detailed and itemized estimates for fy2015, both of the probable revenues from sources other than taxation, and of all expenditures required by their office, department, service, or institution.
2. **PRELIMINARY BUDGET**: The county auditor, with assistance from her staff and/or the staff of the Department of General Administration, shall compile/submit the preliminary fy2015 budget to the Board of County Commissioners by Tuesday, September 2, 2014, in accordance with RCW 36.40.040-.050.

The Board will then schedule and conduct open public work sessions to consider the preliminary fy2015 budget in detail. The various county officials will be invited to the work session(s) that their respective office(s), department(s), service(s), or institution(s) estimates are to be reviewed to comment and/or answer any questions related to their estimates.

3. **COMPREHENSIVE TRANSPORTATION PROGRAM**: The county engineer shall file a comprehensive six-year (2015-2020) transportation program proposal with the Board of County Commissioners by Tuesday, September 2, 2014. It shall include consideration of and, wherever reasonably practical, provisions for bicycle paths, lanes, routes and roadways and a recommended plan for laying out, constructing, maintaining and specially maintaining county roads which shall conform as nearly as practicable to the six-year transportation program.

In accordance with RCW 36.81.121, the Board will conduct a public hearing Tuesday, October 28, 2014, upon the proposed six-year transportation program. Following the hearing, the Board will prepare and adopt the Six-Year Transportation Improvement Program for Pacific County, a copy of which shall be forwarded to the Secretary of Transportation.

In accordance with RCW 36.81.130, revisions and changes may be made until the Pacific County 2015 Road Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2015 Pacific County Road Fund budget.

4. **FCZ DISTRICT No. 1 CAPITAL IMPROVEMENTS PLANS:** The county engineer shall file proposals for the 2015-2020 (annual/six-year) capital improvements plans for Pacific County Flood Control Zone District No. 1 with its Board of Supervisors by Tuesday, September 2, 2014. In accordance with RCW 86.15.120, the Board of Supervisors will conduct a public hearing upon the proposal(s) Tuesday, October 28, 2014.

Revisions and changes may be made until the 2015-2020 Pacific County Flood Control Zone District No. 1 Capital Improvements Plan is agreeable to a majority of the supervisors and adopted – said adoption to occur before adopting the final fy2015 Pacific County Flood Control Zone District No.1 Fund budget.

5. **PARKS/RECREATION CAPITAL IMPROVEMENTS PLAN:** The Department of Public Works shall file a six-year (2015-2020) proposal for parks and recreation capital improvements with the Board of County Commissioners by Tuesday, September 2, 2014. The Board will conduct a public hearing upon the proposal Tuesday, October 28, 2014.

Revisions and changes may be made until the 2015-2020 Pacific County Parks and Recreation Capital Improvements Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2015 Pacific County current expense fund budget.

6. **BUDGET HEARING:** The Board of County Commissioners will meet Tuesday, October 28, 2014 to conduct a public hearing in accordance with RCW 36.40.060 and .070 for the purpose of fixing the final fy2015 Pacific County budget and making tax levies, including consideration of possible increases in property tax revenues for county general purposes and county road purposes. If needed, the public hearing may be continued from day-to-day until concluded but not to exceed a total of five days. The clerk of the board shall provide proper notice of the hearing and a sufficient number of copies of the detailed and comparative preliminary budget to meet reasonable demands.

Any taxpayer may appear at this hearing and be heard for or against any part of the budget and/or possible property tax increases. Additionally, the various county officials shall be available at the time the estimates for their respective offices, departments, services, or institutions are under consideration to be called in and appear before such hearing by the Board at the request of any taxpayer and may be questioned concerning such estimates by the commissioners or any taxpayer present.

7. **FINAL BUDGET:** Upon conclusion of the budget hearing and in accordance with RCW 36.40.080, the Board of County Commissioners shall fix and determine each item of the budget separately and shall by resolution adopt the final fy2015 Pacific County budget as so determined and enter the same in the Board's official minutes, copies of which budget will be forwarded to the State Auditor's Office - Division of Municipal Corporations, the State Treasurer, the County Road Administration Board, and the Washington State Association of Counties.
8. **PUBLICATION:** Preparation of the budget document will begin after adoption and publication will occur by the end of January 2015.

BE IT FURTHER RESOLVED that all resolutions regarding budget adoption dates or resolutions held in conflict with this resolution are hereby repealed and this resolution shall be in effect upon its adoption by this Board.

PASSED by the following vote this 24th day of June, 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

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner

Pacific County Fiscal Year 2015 Budget Calendar: Timeline

- Monday, July 14, 2014* County Auditor to notify County Officials to file estimates of probable non-taxation revenues and required expenditures during/for fy2015 (RCW 36.40.010).
- Monday, August 11, 2014* Deadline for County Officials to file estimates with County Auditor without penalty (RCW 36.40.010).
- Tuesday, September 2, 2014* County Auditor to submit "draft" preliminary fy2015 budget (RCW 36.40.040 and .050).
County Engineer/DPW to file:
- Six-Year (2015-2020) Transportation Improvement Program,
 - 2015 Annual Road Plan,
 - 2015-2020 FCZD #1 Capital Improvement Plan, and
 - 2015-2020 Parks & Recreation Capital Improvement Plan.
- Wednesday, September 3, 2014* BoCC to meet with County Officials to review their "draft" fy2015 budget estimates;
thru Monday, October 27, 2014 BoCC to make needed revisions and/or additions.
- September 17, 2014* Advertise hearing of anticipated October 6, 2014 filing of "draft" fy2015 Preliminary
September 24, 2014 Budget (RCW 36.40.060).
October 1, 2014
- Monday, October 6, 2014* Hearing held to file "draft" fy2015 Preliminary Budget for public review (RCW 36.40.060, .070, and .071).
- October 8, 2014* Advertise the preliminary budget filed on October 6, 2014 and the final budget
October 15, 2014 hearing schedule (RCW 36.40.070 and .071).
October 22, 2014
- Tuesday, October 28, 2014* BoCC to conduct public hearing(s) (RCW 36.81.121) upon:
- 2015-2020 Transportation Improvement Program;
 - 2015-2020 P&R Capital Improvements Plan;
 - Increased property tax revenues for county general purposes and road purposes.
- Flood Control Zone District (FCZD) No. 1 Board of Supervisors to conduct public hearing upon 2015-2020 Capital Improvements Plan for FCZD No. 1 (RCW 86.15.120).
- Tuesday, November 25, 2014* BoCC to conduct a public hearing upon the property taxes being certified/requested by all cities and (taxing) districts for collection during 2014 {NOTE: BoCC must certify to the County Assessor on or before November 30th} (RCW 84.52.070).
- Friday, November 28, 2014* Cities and (taxing) districts to make and file certified budgets or estimates of the amounts to be raised by property taxation with the Clerk of the BoCC (RCW 84.52.020 and .025).
- October 28, 2014* BoCC to conduct final public hearing(s) in accordance with (RCW 36.40.070 and .071):
thru December 31, 2014
- Final fy2015 Pacific County Budget
 - BoCC to determine and fix each item separately and adopt the fy2015 Pacific County Budget by resolution after finally adopting the 2015-2020 Transportation Improvement Program, 2015-2020 Parks & Recreation Capital Improvements Plan, and 2015-2020 Capital Improvements Plan for FCZD No. 1.



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:

June 24, 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

☐ Legal

☐ OTHER: _____

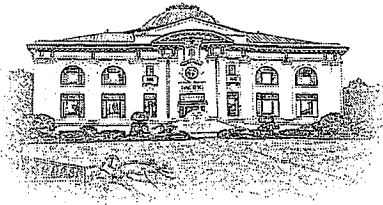
DISTRIBUTION LIST:

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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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 6-19-14
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a letter of support for submittal of a grant request to the Washington Trust for Historic Preservation. This grant request is for funding to repair the exterior of the courthouse. This grant is for the 2015-2017 budget cycle. Any awards made by the Trust will be dependent on funding from the legislature.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve a letter of support to the Washington Trust for Historic Preservation for a grant application for funding to repair the exterior of the courthouse and authorize the Chair to sign.</p>	



Pacific County **COMMISSIONERS**

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

June 24, 2014

Washington Trust for Historic Preservation
1204 Minor Avenue
Seattle, WA 98101

To Whom It May Concern;

This letter signifies the Pacific County Board of County Commissioners' support for the submittal of the 2015-2017 Washington State Historical County Rehabilitation Grant application for rehabilitation of the exterior of the historic Pacific County Courthouse.

The exterior of the courthouse is in serious need of rehabilitation. We have identified this project as a top priority. As such, to date we have earmarked \$400,000 in the Capital Facilities Fund (Fund 125) to be used as the cash match for this grant request. Depending on our financial situation, we are hoping to set aside additional funds for this much needed repair in 2015 and 2016. In addition, county staff will provide project management and administration.

Thanks in advance for your support of our request for assistance. We look forward to hearing from you soon.

Sincerely,
BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers
Chair

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.