

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

**Tuesday, August 12, 2014
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (A-B)

A) Approve regular meeting minutes of July 22, 2014

CLOSE MEETING

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

A

PROCEEDINGS

9:00 AM
Tuesday, July 22, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:01am

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams-Chinook Observer (recorded meeting)
Pat Myers-Willapa Harbor Herald (recorded meeting)
Gerry Amacher

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

PUBLIC COMMENT – None

CONSENT AGENDA (A-B)

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

Regular meeting minutes of July 8, 2014

Rainbow Valley Landfill Claims Vouchers

PUD #2 - \$63.46

Royal Heights Transfer Station Inc. - \$1,229.76

MEETING CLOSED – 9:02AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

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

**Tuesday, August 12, 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.

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

10:00 AM Public Hearing- Adoption of SEPA Determination of mitigated non-significance and Ordinance 174 Use of all-terrain vehicles on County Roads

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

12:00 PM Elected Officials Meeting
Election Room at the Courthouse

6:00 PM Community Forum
Ilwaco Community Center

Call to Order

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

CONSENT AGENDA (Items 1-6)

Department of Public Works

- 1) Approve revised Exhibit A to the Communications Facility Use Agreement/KO site with Sinclair Television

Community Development

- 2) Approve Amendment #5 for the Memorandum of Understanding between Pacific County, City of South Bend, City of Raymond and Royal Heights Transfer Station

Prosecutor's Office

- 3) Approve disposal of inventory items

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

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

General Business

- 4) Approve Vendor Claims:
Warrants Numbered 123289 thru 123375 - \$244,115.17
Warrants Numbered 123196 thru 123288 - \$153,933.68
Warrants Numbered 123133 thru 123195 - \$190,154.35
- 5) Approve payroll for July 2014; total number of employees: 217;
total Payroll Amount: \$826,809.65
- 6) Approve regular meeting minutes of July 22, 2014 and continued meeting of
July 23, 2014

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of a Communications Facility Lease Agreement with
CRESCOMM WIFI, LLC for the Megler and Long Beach Sites
- 8) Consider approval of request to hire Kelly Borden to fill vacant Shop
Supervisor position

ITEMS REGARDING COUNTY FAIR

- 9) Consider approval of 2014 Entertainment Contracts with Anitize, Jesse Lee
Falls Band, Naselle Marimba Band, North Country Bluegrass Band and
Sansom Sound Solutions; authorize Fair Manager to sign
- 10) Consider approval of Judge's Agreement for the Pacific County Fair 2014
with Ellen Hinderlie as Swine and Beef Judge, Tabatha Bielmier as Horse
Judge; authorize Fair Manager to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 11) Consider approval of Agreement for Challenge Course Training with
Synergo, LLC
- 12) Consider approval of School Nurse Services Contract with the Naselle Grays
River and the South Bend School Districts

ITEMS REGARDING SHERIFF'S OFFICE

- 13) Consider approval of upgrade to eight Dell laptops and the purchase of two
new Dell laptops

ITEMS REGARDING JUVENILE COURT SERVICES

- 14) Consider approval of request for Family Medical Leave; authorize Leave
Credit Transfers

ITEMS REGARDING GENERAL BUSINESS

- 15) Acknowledgement of Special Event Use Agreement and authorize Chair to
sign
- 16) Consider adoption of Resolution 2014-_____ amending the Credit Card
Policy procedures
- 17) Consider to rescind the motion of June 24, 2014 awarding the Port of
Peninsula \$25,000 from Fund 126 and approve recommendations from
PCOG in the amount of \$10,000

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EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00am

- 19) Consider adoption of the SEPA Determination of mitigated non-significance and Ordinance No. 174 establishing regulations for, and allowing of, Wheeled All-Terrain Vehicles and Off-Road Vehicles on certain county roadways

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.



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:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton - Assistant Telecom Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nickolas Milton</i>	DATE: 7/25/2014
NARRATIVE OF REQUEST	
Attached for the Board's consideration is revised Exhibit A for Sinclair Television for their facility use at KO site. The rate in exhibit A is being increased from \$6,977 to \$8,440 annually, a 21% increase.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

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

<u>Item No.</u>	<u>Quantity</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	Microwave Radio Corp. FLR-6 Transmitter, Frequency 6912.5 MHZ	\$793.00
2	1	Microwave Radio Corp. FLR-6 Transmitter, Frequency 7112.5 MHZ	\$793.00
3	2	Six (6) foot 6 GHZ Microwave Antennas Mounted at Twenty (20) feet tower elevations. (Shared with two (2) additional users)	\$1,089.00
4	1	Television Technology UST-106 UHF Translator	\$4,265.00
5	2	SCALA Parapanel Antenna Array	\$1,085.00
6	1	Equipment Rack	\$415.00
Total Annual Rate (KO SITE)			\$8,440.00

EXHIBIT "A" AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

Sinclair Television of Portland, LLC
Communications Facility
Use Agreement – KO
Exhibit "A"



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:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

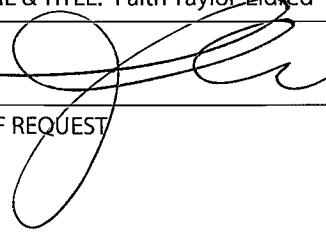
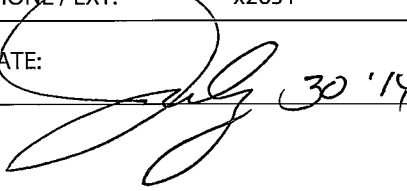
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: x2651
SIGNATURE: 	DATE:  30 '14
NARRATIVE OF REQUEST The Department requests that Amendment #5 for the Memorandum of Understanding between Pacific County, City of South Bend, City of Raymond, and Royal Heights Transfer Station be approved. The Amendment addresses the disposal rate adjustment based on the CPI rate. The Amendment will be retroactive effective August 1, 2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <div style="text-align: right;">JUL 31 2014 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS</div>	

MEMORANDUM OF UNDERSTANDING

Amendment #5

Between

Pacific County,

City of Raymond, City of South Bend,

and Royal Heights Transfer Station

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

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

	Current	CPI	New
Transportation	\$38.10	50%	\$38.37
Disposal	\$21.30	85%	\$21.56
Royal Heights TS	\$33.11	85%	\$33.51
Admin Royal Heights TS	\$0.10	frozen	\$0.10
Pacific County Fees:			
Solid Waste Mgmt	\$4.29	85%	\$4.35
Post-Closure	\$4.05	frozen	\$4.05
Moderate Risk Waste	<u>\$2.30</u>	frozen	<u>\$2.30</u>
Contract Rate	\$103.25		\$104.24

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

	Current	CPI	New
Special Handling Fee	<u>\$23.75</u>	frozen	<u>\$23.75</u>
	\$127.00		\$127.99

This rate does not include the monthly fuel surcharge adjustments.

This agreement shall become effective the 1st of August, 2014. All other terms, agreements and conditions of the original agreement remain in effect.

Signature block on next page.

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


THE CITY OF RAYMOND, WASHINGTON

BOARD COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Bob Jungar, Mayor

Steve Rogers, Chair

THE CITY OF SOUTH BEND, WASHINGTON


Julie Struck, Mayor

ROYAL HEIGHTS TRANSFER STATION, INC.

Laurence G. Bale, President

ATTEST:

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

David Burke, Prosecuting Attorney

Exhibit 9.14 **PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM**
ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1814</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>HP Laserjet 2100</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>C4172A</u>	SERIAL NUMBER: <u>USCB048079</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>maintenance will</u>
REASON FOR DISPOSAL: <u>Broken</u>	<u>Remove</u>
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

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

Exhibit 9.14 **PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM**
ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>DA 226</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>Panafax UF-885</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>UF-885</u>	SERIAL NUMBER: <u>01991101480</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>Maintenance will</u>
REASON FOR DISPOSAL: <u>Old, dated, broke</u>	<u>Remove</u>
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

<p>Fixed Asset #: _____</p> <p>Equipment: _____</p> <p>Department: _____</p> <p>Location: _____</p> <p>Model #: _____</p> <p>Serial #: _____</p> <p>Functional: _____</p> <p>Other Dept: _____</p> <p>Date Disposed: _____</p> <p>How Disposed: _____</p> <p>Amount Rec'd: _____</p> <p>Purchaser: _____</p> <p>Why Disposed: _____</p>	<p>Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)</p> <p>Describe the equipment as it is listed on your current inventory.</p> <p>Name of your office/department.</p> <p>List the building, office, etc, where this equipment is located.</p> <p>Complete this section for equipment having model numbers.</p> <p>Complete this section for equipment having serial numbers.</p> <p>Is this equipment functioning well enough to be used?</p> <p>Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?</p> <p>The date the BOCC approved disposal of this equipment</p> <p>Surplused, discarded, traded-in, transferred to another department, etc</p> <p>Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.</p> <p>If equipment is sold, list the name of the person and/or organization that purchased the equipment.</p> <p>Outdated, nonfunctional, replaced, etc.</p>
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Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1686</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>HP laser Jet II</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>N/A</u>	SERIAL NUMBER: <u>N/A</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>Maintenance Staff</u>
REASON FOR DISPOSAL: <u>1998, does not work, cant order Ink</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

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

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1685</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>HP laser Jet II</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>N/A</u>	SERIAL NUMBER: <u>N/A</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>Maintenance Staff</u>
REASON FOR DISPOSAL: <u>1998, does not work, cant order Ink</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

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

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1684</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>HP laser Jet II</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>N/A</u>	SERIAL NUMBER: <u>N/A</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>Maintenance Staff</u>
REASON FOR DISPOSAL: <u>1998, does not work, cant order Ink</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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Model #:	Complete this section for equipment having model numbers.
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Functional:	Is this equipment functioning well enough to be used?
Other Dept:	Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed:	The date the BOCC approved disposal of this equipment
How Disposed:	Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec'd:	Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser:	If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed:	Outdated, nonfunctional, replaced, etc.

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

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

revised 1/2012

Exhibit 9.14 PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1815</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>HP Laserjet 2100</u>	LOCATION: <u>South Bend</u>
MODEL NUMBER: <u>N/A</u>	SERIAL NUMBER: <u>N/A</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>maintenance will Remove</u>
REASON FOR DISPOSAL: <u>Broken</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20__ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

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

revised 1/2012

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>1813</u>	DEPT/OFFICE: <u>Prosecutor's</u>
EQUIPMENT DESCRIPTION: <u>Projector 600 Lumens</u>	LOCATION: <u>South Bnd</u>
MODEL NUMBER: <u>600</u>	SERIAL NUMBER: <u>N/A</u>

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

DISPOSAL

DISPOSAL DATE: <u>8/5/14</u>	HOW DISPOSED: <u>maintenance will</u>
REASON FOR DISPOSAL: <u>outdated, no light</u>	<u>Remove</u>
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

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

revised 1/2012

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

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

As of this date, August 12, 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

123289 thru 123375 \$ 244,115.17

Warrants Dated: July 31, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JUL 31 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

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

As of this date, August 12, 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

123196 thru 123288 \$ 153,933.68

Warrants Dated: July 25, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

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

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

As of this date, August 12, 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

123133 thru 123195 \$ 190,154.35

Warrants Dated: July 18, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

JUL 22 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: JULY, YEAR OF 2014

TOTAL EMPLOYEES: 217

TOTAL PAYROLL: \$ 826,809.65

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___12th___day of August 2014

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

6

PROCEEDINGS

9:00 AM
Tuesday, July 22, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:00AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams-Chinook Observer (recorded meeting)
Pat Myers-Willapa Harbor Herald (recorded meeting)
Gerry Amacher

PUBLIC COMMENT

Gerry Amacher asked the Board when the new atv ordinance would be in place. Kathy Spoor stated the draft ordinance has been prepared and sent to the Prosecutor and the Sheriff for their review. A public hearing will be scheduled and published in the local paper and posted on the website.

CONSENT AGENDA (Items 1-3)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Sheriff's Office/Emergency Management

Notice received pertaining to the appointment of Courtney Hagain as the 2014-2015 program year AmeriCorps member, effective September 1, 2014

General Business

Approve Vendor Claims:
Warrants Numbered 123005 thru 123132 - \$385,983.49

Approve regular meeting minutes of July 8, 2014 and continued meeting of July 14, 2014

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

YEARS OF SERVICE

5 Years:

Jared Capps (Dispatch)

10 Years:

Shelley Carter (Health)

15 Years:

Scott Jacot (Juvenile)

20 Years:

Dawn Lorton (Clerk)

Greg Chalker (DPW)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve temporary Stormwater System Easement from Mark & Barbara Brotherton in conjunction with the Morrison Road Culvert Replacement and Drainage Cleanout Project

Approve temporary hire of Phebe Porter, not to exceed 43 hours per month, at a rate of \$30/hour, effective July 21, 2014 through September 15, 2014, subject to adequate budget appropriations and if future assistance is needed it will be requested to the Board

ITEMS REGARDING COUNTY FAIR

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

Approve Special Use Event Agreements for use of the horse arena during open Rides and authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Contract for School Nurse Services with Willapa Valley School District for the 2014-15 school year

Approve Sustaining Membership Agreement with CHOICE Regional Health Network and authorize Chair to sign

Approve Professional Services Contract with McDonald Consulting for completion of the comprehensive Community Health Assessment and Community Health Improvement Plan and authorize Chair to sign

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING JUVENILE COURT SERVICES

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

Approve Interagency Agreement IAA15030 with State of WA Administrative Office of the Courts and authorize Administrator to sign

ITEMS REGARDING SUPERIOR COURT

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

Approve Interagency Agreement IAA15 with State of WA Office of Civil Legal Aid for reimbursement of allowable expenses associated with appointed attorneys for children in dependency proceedings

ITEMS REGARDING GENERAL BUSINESS

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

Approve the Landowner Acknowledgement Form pertaining to the Stringer Creek Culvert project and authorize County Engineer to sign

Adopt Resolution 2014-033 supporting the WA State Association of Counties (WSAC) fiscal sustainability initiative

Approve "draft" Emergency Response Plan

Approve Special Event Application submitted by Chuck Stuart for use of the Chinook County Park on July 30, 2014 and authorize Chair to sign

Approve amendment to Attachment C of Resolution 2010-035 Special Event Application Process

EXECUTIVE SESSION-None

CONTINUED MEETING

Meeting continued to Wednesday, July 23rd at 9am, or as soon thereafter as possible, for the purpose of conducting a public hearing to consider an Assembly Permit

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

9:00 AM
Wednesday, July 23, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01AM

Steve Rogers, Chair
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

ABSENT:

Lisa Ayers, Commissioner (WA Counties Risk Pool Conference)

GENERAL PUBLIC IN ATTENDANCE

Pat Myers-Willapa Harbor Herald (arrived after the close of the hearing)

PUBLIC HEARING

Chairman Rogers opened the public hearing to consider the Assembly Permit submitted by Mike Swanson on behalf of the Finnish-American Folk Festival. The applicant was not in attendance.

Chairman Rogers closed the public hearing.

It was moved by Wolfe, seconded by Rogers, and carried by a vote of 2-0

Approve the Assembly Permit Application as submitted by Mike Swanson for the Finnish-American Folk Festival to be held July 25-27, 2014 at the Naselle High School, subject to any requirements and/or conditions placed by the County Sheriff or the Department of Community Development

MEETING CLOSED – 9:02AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Absent

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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



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:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton Assistant Telecom Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nicholas Milton</i>	DATE: 7-21-2014
NARRATIVE OF REQUEST	
Attached for the Board's consideration is a lease agreement with CRESCOMM WIFI, LLC. for their facility use at both Megler and Long Beach sites. This agreement is for a five year period at a rate of \$1,200 annually.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
(Megler & Long Beach)**

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 CRESCOMM WIFI, LLC. (hereinafter called **CRESCOMM**), 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 **CRESCOMM** 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 **CRESCOMM's** equipment cannot be obtained, or if **CRESCOMM** determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
 - b. If **CRESCOMM** determines at any time that the premises are not appropriate for **CRESCOMM's** equipment for technological reasons, including, but not limited to, signal interference.
 - c. If **CRESCOMM'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 **CRESCOMM** 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:** **CRESCOMM** 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. **INDEMNIFICATION:** In accepting this Agreement, **CRESCOMM**, 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 **CRESCOMM** 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, **CRESCOMM**, 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.

7. **INSURANCE:** **CRESCOMM** 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. **CRESCOMM** must name the COUNTY as an additional insured. **CRESCOMM** shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. **CRESCOMM** agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that **CRESCOMM's** liability insurance policy shall so state. **CRESCOMM** 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.
8. **PREMISES:** The COUNTY shall provide **CRESCOMM** tower and shelter space in addition to fenced security and access to the facility. **CRESCOMM** shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for **CRESCOMM'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) and Pacific County Property located at 46° 21' 19" North Latitude, 124° 02' 55" West Longitude (Long Beach Site).
9. **EQUIPMENT:** **CRESCOMM** shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. **CRESCOMM** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement.

10. **INTERFERENCE:** **CRESCOMM** 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 **CRESCOMM's** equipment, **CRESCOMM** shall cooperate; however, **CRESCOMM** 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 **CRESCOMM's** 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 **CRESCOMM**. 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. **CRESCOMM** 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, **CRESCOMM** 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 **CRESCOMM** 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 **CRESCOMM** 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 **CRESCOMM**, there shall be an equitable reduction of rent until the damage has been repaired.
14. **TAXES:** **CRESCOMM** 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 **CRESCOMM** shall be and remain the property of **CRESCOMM** and may be removed or replaced by **CRESCOMM** at any time from time to time, provided that **CRESCOMM** 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, **CRESCOMM** may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **CRESCOMM**, or (ii) any entity which buys all or substantially all of the assets of **CRESCOMM** used in connection with

the operation of **CRESCOMM**. 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 **CRESCOMM** 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 CRESCOMM:

CresComm WiFi, L.L.C.	CresComm WiFi L.L.C.
PO Box 120	PO Box 250
Joyce, WA 98343-0120	Long Beach, WA 98631
Attn: Robert Pensworth	Attn: Robert Pensworth

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

CRESCOMM WIFI, LLC.

Signature

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

Chairperson

Commissioner

Commissioner

APPROVED AS TO FORM:

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	Rack Space for 1U Router	\$50.00
2	1	5.8 GHz Sector Antenna	\$250.00
3	1	12" Diameter Dish	\$200.00

(LONG BEACH SITE)
(46° 21' 19" N. Lat., 124° 02' 55" W. Long)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	2	UBNT 5.8 GHz Sector Antennas	\$500.00
2	1	UBNT 900 MHz Yagi Antenna	\$100.00
3	1	Mikrotik Hotspot	\$100.00

TOTAL ANNUAL RATE	\$1,200.00
-------------------	------------

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:

August 12, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 8

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: <i>Michael Collins</i>	DATE: 8-05-14
NARRATIVE OF REQUEST Solicitation was completed and formal interviews held for the South County Shop Supervisor position. This office recommends the position be offered to Kelly Borden at Management Grade 13, Step 1.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



REQUESTED MEETING DATE:

August 12, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

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: Department of Public Works

DIVISION (if applicable): Fair

OFFICIAL NAME & TITLE: Dotsi Graves, Fair Manager

PHONE / EXT: Ext 2288

SIGNATURE: 

DATE: August 5, 2014

NARRATIVE OF REQUEST

The Pacific County Far requests approval of 2014 Entertainment Contracts with Anatize, Jesse Lee Falls Band, Naselle Marimba Band, North Country Bluegrass Band and Sansom Sound Solutions and authorize Fair Manager to sign Contracts with each performer.

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

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
ANATIZE**

THIS AGREEMENT is made by and between **ANATIZE** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the **ENTERTAINER** to perform (2) 60 minute shows on the Mini Stage at the 2014 Pacific County Fair on the date and time specified:

WEDNESDAY, AUGUST 20, 2014 AT 8:30 PM
and
FRIDAY, AUGUST 22, 2014 AT 8:30 PM

IT IS AGREED that the **ENTERTAINER** will arrive sixty (60) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the **FAIR** will pay \$800 (EIGHT HUNDRED AND NO/100 DOLLARS) for (2) shows, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this **AGREEMENT**, the **ENTERTAINER**, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold 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 **ENTERTAINER**, 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 **ENTERTAINER**, including its successors or assigns, shall defend the suit or action at its 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.

The **ENTERTAINER** shall maintain, and upon request of the **COUNTY**, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this **AGREEMENT**. The **ENTERTAINER** must name the **COUNTY** as an additional insured. The **ENTERTAINER** agrees that its liability insurance shall be primary and non-contributory to the **COUNTY**'s and that **ENTERTAINER**'s liability insurance policy shall so state. The **ENTERTAINER** 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. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
JESSE LEE FALLS BAND**

THIS AGREEMENT is made by and between **JESSE LEE FALLS BAND** ("Entertainer") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform (1) 60 minute shows on the Great Northwest Federal Credit Union Stage at the 2014 Pacific County Fair on the date and time specified:

SATURDAY, AUGUST 23, 2014 AT 6 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$400 (FOUR HUNDRED AND NO/100 DOLLARS) for (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold 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 ENTERTAINER, 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 ENTERTAINER, including its successors or assigns, shall defend the suit or action at its 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.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that ENTERTAINER's liability insurance policy shall so state. The ENTERTAINER 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. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
NASELLE MARIMBA BAND**

THIS AGREEMENT is made by and between **NASELLE MARIMBA BAND** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "**COUNTY**", operator of the annual Pacific County Fair, hereinafter referred to as "**FAIR**".

THIS AGREEMENT provides for the **ENTERTAINER** to perform (1) 60 minute shows on the Mini Stage at the 2014 Pacific County Fair on the date and time specified:

SATURDAY, AUGUST 23, 2014 AT 11 AM

IT IS AGREED that the **ENTERTAINER** will arrive sixty (60) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the **FAIR** will pay \$250 (TWO HUNDRED AND FIFTY NO/100 DOLLARS) for (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this **AGREEMENT**, the **ENTERTAINER**, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold 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 **ENTERTAINER**, 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 **ENTERTAINER**, including its successors or assigns, shall defend the suit or action at its 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.

The **ENTERTAINER** shall maintain, and upon request of the **COUNTY**, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this **AGREEMENT**. The **ENTERTAINER** must name the **COUNTY** as an additional insured. The **ENTERTAINER** agrees that its liability insurance shall be primary and non-contributory to the **COUNTY**'s and that **ENTERTAINER**'s liability insurance policy shall so state. The **ENTERTAINER** 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. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
NORTH COUNTRY BLUEGRASS BAND**

THIS AGREEMENT is made by and between NORTH COUNTRY BLUEGRASS BAND ("Entertainer") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 60-90 minute show on the Great Northwest Federal Credit Union Stage at the 2014 Pacific County Fair on the date and time specified:

Saturday, August 23, 2014 at 7:30 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$450 FOUR HUNDRED FIFTY AND NO/100) DOLLARS for (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold 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 ENTERTAINER, 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 ENTERTAINER, including its successors or assigns, shall defend the suit or action at its 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.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that ENTERTAINER's liability insurance policy shall so state. The ENTERTAINER 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. The laws of the State of Washington shall govern the

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
SANSOM SOUND SOLUTIONS**

THIS AGREEMENT is made by and between **SANSOM SOUND SOLUTIONS** ("SOUND TECHNICIAN") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for SOUND TECNICIAN to provide sounds and lighting service for the Great Northwest Federal Credit Union Stage and Mini Stage at the 2014 Pacific County Fair for all stage performers for the following dates:

AUGUST 20-23, 2014

IT IS FURTHER AGREED that the FAIR will pay \$1,500 (ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS) for these services.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the SOUND TECHNICIAN, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold 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 SOUND TECHNICIAN, 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 SOUND TECHNICIAN, including its successors or assigns, shall defend the suit or action at its 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.

The SOUND TECHNICIAN shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The SOUND TECHNICIAN must name the COUNTY as an additional insured. The SOUND TECHNICIAN agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that SOUND TECHNICIAN's liability insurance policy shall so state. The SOUND TECHNICIAN 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. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.



REQUESTED MEETING DATE:

August 12, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 10

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

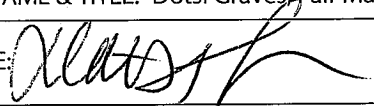
☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <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: Department of Public Works	DIVISION (if applicable): Fair
OFFICIAL NAME & TITLE: Dotsi Graves, Fair Manager	PHONE / EXT: Ext 2288
SIGNATURE: 	DATE: August 5, 2014
NARRATIVE OF REQUEST	
<p>The Pacific County Fair requests approval of Judge's Agreement for the Pacific County Fair 2014 with Ellen Hinderlie as Swine and Beef Judge (two separate contracts) and Tabatha Bielemier as Horse judge and authorize Fair Manager to sign Judge's Agreement with Tabatha Bielemier when received.</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:


AGENDA REQUEST FORM

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

Agenda Item #: <u>11</u>				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Initial: _____ Date: _____		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Review: <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Management <input type="checkbox"/> Legal		
<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: Health & Human Services		DIVISION (if applicable):	
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director		PHONE / EXT: 2648	
SIGNATURE: 		DATE: 7-28-2014	
NARRATIVE OF REQUEST			
<p>Requesting approval and signature of contract with SYNERGO LLC for a two day low ropes course facilitator training in Sept 2014. The training will be for up to 30 staff and volunteers who facilitate the low ropes course at Bruceport Park and the Ocean Park Retreat Center, as part of the annual "Adventure Day" program for all county 6th graders. The total contract amount will not exceed \$3,000, which includes the two day training plus travel expenses for the trainer(s). We did solicit bids from two other providers of low ropes course training, one of which could only accommodate 12 participants and the other who only trained on portable equipment (which does not fit our needs). The costs related to this contract are grant funded through DBHR Substance Abuse Prevention funds (from DSHS). Please contact me at ex 2648 with any questions. Thank you!</p>			
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)			

Name of Contractor: Synergo LLC

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

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: Training

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): solicited bids from 3 providers

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

TOTAL COST/AMOUNT (include sales & use tax): 3,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No

Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:



Synergo, LLC
15995 SW 74th Avenue • Tigard, Oregon 97224
503.746.6646 phone • 503.746.6944 fax
info@teamsynergo.com • www.teamsynergo.com

Agreement for Challenge Course Training

This agreement, dated July 18 2014 is between SYNERGO, LLC of Portland, Oregon (seller) and Pacific County Health and Human Services (buyer). In consideration of the mutual undertakings described below, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY SYNERGO

A) Training of key staff and volunteers at Pacific County and Ocean Park Retreat Center

B) The following services will be provided: **September 16 and 17, 2014**

2 Day Site Specific Training for up to 30 staff

- **focused on technical and soft skills needed to run the challenge course elements**

C) The following training and written program materials will be provided:

Training Agenda

2 Synergo Training manuals for facilitator reference

2. TRAINING INFORMATION

A) SYNERGO strongly believes that proper staff training is critical for a well managed/successful challenge course/canopy tour program. Staff training and its documentation are important components in managing risk and limiting liability exposure.

B) SYNERGO will provide staffing as necessary to provide a comprehensive training for the client/buyer's staff in the required skills, knowledge, and information necessary to operate the elements and activities on site. Training will be conducted in accordance with current Association for Challenge Course Technology standards.

C) SYNERGO training services will include:

Materials for all trainees as needed

Programmatic recommendations as needed or requested

Training assessments and or exams as required by the type of training provided

D) **DISCLAIMER:** Neither training nor demonstrated competencies on completion of the training assure the acceptable future performance of the trainees, on behalf of your clients or otherwise. SYNERGO makes no assurance or representation regarding the quality of the future performance of the trainees or any other aspect of your operation, and is not responsible for any training-related injury or loss suffered by any client of your program or member or your staff. SYNERGO strongly recommends against in-house, second generation, training and has no responsibility for the content of any such training.

3. FINANCIAL COMMITMENTS AND ARRANGEMENTS

A) Challenge Course Practitioner Training 2 trainers \$2600.00

B) Travel Expense: Mileage and meals. estimated at \$250.00

Overnight accommodations will be provided by Ocean Park Retreat center:

C) Applicable sales taxes not included in price and are the responsibility of the buyer

D) A 1.5% (18% Per Annum) service charge will be applied to all accounts over 30 days past due. A fee will be assessed to the account in the event that a check is returned or not payable for any reason. This fee will include all fees Synergo incurs due to the returned check plus a \$40 returned check fee.

4. RELEASE AND INDEMNIFICATION

Except as specifically provided below, the risk of the use of the installed activities during or at any time after the installation, by the buyer/client, its clients, guests or staff, and any person (other than Synergo installing staff) shall be the sole responsibility of the buyer/client. SYNERGO assumes no responsibility for injury or any other loss to person or property, including death; and the buyer/client agrees to release, defend, protect and indemnify (that is, defend and pay, including costs and attorneys fees) SYNERGO, its owners, members, directors and staff, from any claim of loss, including death, arising from the use of the installed activities.

Provided the buyer/client has complied with the training requirements, the only exception to SYNERGO denial of responsibility, and the buyer/client's agreement to release and indemnify, is a claim or loss which arises solely from an error or omission in the installation, training, or furnishing of materials provided by SYNERGO, and modifications or replacements performed by SYNERGO or under its direct supervision with knowledge of its intended purpose.

5. OTHER PROVISIONS

Any dispute between SYNERGO and the buyer/client will be governed by the substantive laws of the State of Oregon and any lawsuit or mediation shall take place exclusively in Multnomah County, Oregon, unless otherwise agreed in writing by the parties.

This contract is submitted for your approval by SYNERGO and must be accepted within 30 days. Any changes must be negotiated by SYNERGO and the authorized representative of the buyer/client. This document constitutes the complete working agreement between the parties and may only be amended in writing.

Pacific Co. Health and Human Services Signature

Date:

/s/Jennifer Fox Marter
SYNERGO Signature:

July 18 2014
Date:

Please sign and return one copy of this document to:
Jennifer Marter jennifer@teamsynergo.com
(503) 746-6944 - fax



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:

08/12/14

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board

☐ Risk Management


☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 7-22-14
NARRATIVE OF REQUEST	
<p>Request the Board approve and sign the Service Contract for School Nurse Services with Naselle Grays River School District. This is a service we have provided to the Naselle Grays River School District for the past few years. The payment for the services provided in this contract was included in our approved 2014 Budget. The hourly rate we are charging is increasing for this coming school year. A supplemental budget request will be required.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

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

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

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

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, puberty health education, and communicable disease investigation, surveillance and control for all students. The COUNTY will also provide telephone consultation.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2014 and shall terminate on the 30th day of June 2015.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

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

The DISTRICT will pay the COUNTY \$17,742.29 for 352 hours (including travel time) of direct nursing services plus an additional 37 hours of call time through the school year. Any hours in excess of these hours will be documented and paid at a rate of \$ 45.61 per hour.

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

IV - COMPLIANCE WITH LAWS

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

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

V - NON DISCRIMINATION IN SERVICES

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

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

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

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

VIII - SAVINGS AND SEVERABILITY

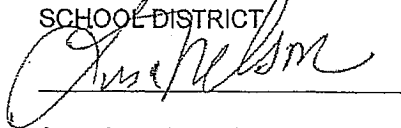
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore,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

IX - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of July 15, 2014.

NASALLE GRAYS RIVER
SCHOOL DISTRICT



Superintendent Lisa Nelson

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



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

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

REQUESTED MEETING DATE:

8/12/14

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

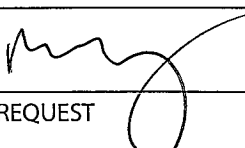
☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz/Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 7-22-14
NARRATIVE OF REQUEST Request the Board approve and sign the Service Contract for School Nurse Services with South Bend School District. This is a service we have provided to South Bend School District for a number of years. The payment for the services is included in our approved 2014 budget. We are raising the rate of pay to accommodate the increased cost of providing this service. A supplemental budget request will be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County Public Health and Human Services Department, a Municipal Corporation, hereinafter referred to as the "COUNTY", and South Bend School District, hereinafter referred to as the "DISTRICT".

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

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

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, care planning and consultation for students with special needs, technical assistance and support regarding health issues for staff. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August, 2014 and shall terminate on the 30th day of June, 2015.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

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

The DISTRICT will pay the COUNTY \$25,313.55 for 518 hours of direct nursing services at the school and for 37 hours of call time throughout the school year. Any hours in excess of these hours will be documented and billed to the District at a rate of \$45.61 per hour.

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

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

IV - COMPLIANCE WITH LAWS

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

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

V - NON DISCRIMINATION IN SERVICES

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

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

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

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

VIII - SAVINGS AND SEVERABILITY

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

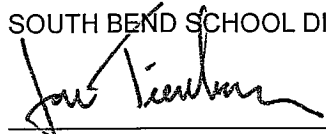
such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

IX - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of _____, 2014.

SOUTH BEND SCHOOL DISTRICT



Jon Tienhaara
Superintendent

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey,
Clerk of the Board



REQUESTED MEETING DATE:

08/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

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

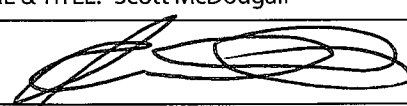
☐ NDC

☐ 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 Sheriff	DIVISION (if applicable): PCEMA
OFFICIAL NAME & TITLE: Scott McDougall	PHONE / EXT: 360-875-9338
SIGNATURE: 	DATE: 07/22/2014
NARRATIVE OF REQUEST	
<p>Request approval to upgrade the memory and add solid state drives to 8 Dell Laptop Computers in the Pacific County EOC, and for the purchase of 2 Dell M2800 Mobile Workstation Laptop Computers (quotation attached) to outfit the alternate EOC in the South County Administration facility in Long Beach. These upgrades will cost \$1454.27 (tax included) and computers will be purchased through the state bid and no other quotations are attached. The computer cost will be \$3289.28 (tax included). The total project cost will be \$4743.55 and will be paid by a FY 13 Emergency Management Performance Grant (contract E14-115). In addition, PCEMA will be paying "true-up" costs to the Pacific County Department of Public Works. These units will be covered by the annual maintenance fee currently paid to DPW pursuant to an existing agreement. A separate agenda request form will be submitted as a companion to this one that will formalize the aforementioned agreement.</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:

8-12-14

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 14

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ 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: <u>Juvenile Court Services</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>J. Waybe Leonard Administrator</u>	PHONE / EXT: <u>875-9350</u>
SIGNATURE: <u>J. Waybe Leonard</u>	DATE: <u>8-4-14</u>
NARRATIVE OF REQUEST <u>Approve family medical leave request and permission to accept donated leave +</u>	
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:
8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

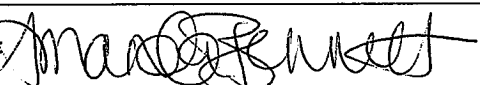
☐ OTHER: _____

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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):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 7/28/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Acknowledge Special Event Permit and authorize Chair to sign	



REQUESTED MEETING DATE:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

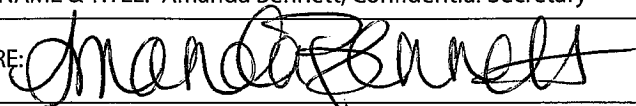
☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT:
SIGNATURE: 	DATE: 8/4/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ amending credit card policy procedures	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

IN THE MATTER OF AMENDING THE PACIFIC COUNTY CREDIT CARD POLICY

WHEREAS, the Board of Pacific County Commissioners recognizes the need for having financial flexibility and the use of credit cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency; and

WHEREAS, commercial credit cards are designed to provide a convenient and efficient method for procurement of low value goods and services for official county use, and for travel related expenses other than meals, and the commercial charge card is a mechanism that aligns the financial liability to the County and not to the employee; and

WHEREAS, commercial credit cards may be issued to Elected Officials and Appointed Department Directors (Department of Public Works, Public Health, Department of Community Development, Vegetation Management and General Administration), upon written request and approval by the Board of County Commissioners; and

WHEREAS, procedures for requesting a commercial charge card is in need of clarification;

NOW THEREFORE, IT IS HEREBY RESOLVED that Resolution 2013-013 is hereby rescinded and the attached amended Credit Card Policy is hereby adopted;

PASSED by the following vote this _____ day of _____, 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.

APPROVED AS TO FORM

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

David Burke, Prosecuting Attorney

Steve Rogers, Chair

ATTEST

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

PACIFIC COUNTY CREDIT CARD POLICY

The Board of Pacific County Commissioners recognizes the need for having financial flexibility. The use of credit cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency. Commercial credit cards are designed to provide a convenient and efficient method for procurement of low value goods and services for official county use and for travel related expenses other than meals. The commercial charge card is a mechanism that aligns the financial liability to the county and not to the employee.

Commercial credit cards may be issued to Elected Officials and Appointed Department Directors, upon written request and approval by the Board of County Commissioners.

The Elected Official and Appointed Department Director agree to accept personal and financial responsibility for the commercial charge card issued to them for county business.

The following are the primary purposes for credit cards:

- To provide the county with a mechanism to pay expenses incident to travel: training, tuition or registration when the time necessary to process a Purchase Order (PO) will not meet the time frame of the vendor to allow the County to receive a discount; making reservations when the vendor will not accept a Purchase Order (PO) over the phone or fax or the time necessary to process a PO will not meet the time frame of the vendor; and for general costs associated with travel other than meals.
- To provide a convenient and efficient method for procurement of low cost goods and services subject to county purchasing policies.

General policies which govern the credit card program include:

- Credit cards will only be issued to elected officials or appointed department directors.
- All purchases must be made in compliance with all applicable procurement statutes, laws, regulations, policies, rules, guidelines and County ordinances and resolutions.
- Original itemized receipts are required for all purchases.

PROCEDURES

Overview of the Program

Account options are as follows:

Individual Account	Card imprinted with Elected Official's or Appointed Department Director's name; may be used <u>only</u> by that individual.
Department Account	Card imprinted with department name; may be used by any employee who is authorized by the Elected Official or Appointed Department Director.

Steps to Obtaining a Credit Card

1. Submit an Agenda Request Form along with a signed User Acknowledgement and Agreement (Attachment A) to the Board of Pacific County Commissioners requesting the issuance of an individual or department account with desired limit.
2. Once approved, the Clerk of the Board will notify the Office/Department who submitted the request.
3. The Office/Department will obtain the Credit Card Application from the Auditor's Office.
4. The Elected Official/Department Director will submit the completed application to the Auditor's Office.
5. The Auditor's Office will notify the Office/Department that the credit card is available.

MANAGEMENT OF THE CREDIT CARD PROGRAM

Board of County Commissioners

- a) Establish credit card limits and approve credit card requests from Elected Officials or Appointed Department Directors.

Auditor's Office

- a) Retain signed Credit Card Applications and related forms.
- b) Monitor card activity and review management reports provided by the financial institution.
- c) Perform audits for compliance with policies and procedures.
- d) Vouchers for credit card payments will be date stamped when received to provide an accounting for timeliness of submission, processing and payments.

Elected Official or Appointed Department Director

- a) Request account for Elected Official or Appointed Department Director for Elected Official's office or Appointed Department Director's department.
- b) Ensure proper card usage and compliance with County policies. Establish additional controls and restrictions when deemed appropriate to their Office or Department.
- c) Ensure monthly statements are reconciled in a timely manner and submitted to the Auditor's Office to be remitted to the financial institution within the contractual obligation period.
- d) Vouchers for payment to the financial institution must be submitted in a separate interoffice envelope clearly marked as "CREDIT CARD VOUCHER" to assure timely processing by the Auditor's office.
- e) Ensure that there is no duplication of payment or reimbursement for travel related expenses. For example, if an employee requests advance travel or a purchase order for travel related expenses, **and** uses the county credit card for payment of allowable credit card expenses associated with travel and/or training, the elected official or appointed department director must assure there has been no duplication in payment(s).

RESTRICTIONS ON USE OF CREDIT CARD

1. Credit cards are to be used to purchase low cost items and for travel/training expenses for official County business only and per county policies. This excludes any purchase of food or meals.
2. A single purchase transaction may not be broken down into series of smaller purchases to circumvent transaction dollar limits stipulated by Pacific County Code or policies.
3. The maximum dollar limit per transaction is \$2,500.00. The credit limit per account is \$5,000.00. Elected Officials or Appointed Department Director's may request lower transaction or account credit limits. Based upon demonstrated need, the Board of County Commissioners may authorize lower or higher credit limits.
4. The Board of County Commissioner, an Elected Official or Appointed Department Director may specify additional restrictions.
5. Credit cards may **NOT** be used for any of the following:
 - a) Cash advances of any type
 - b) Purchase of food or meals
 - c) Purchase of goods or services for personal use
 - d) Personal or professional services
 - e) Extra hire services or temporary hire services
 - f) Cellular phones services and charges
 - g) Repairs for County vehicles unless an emergency occurs while traveling out of the County. For such emergencies either the Elected Official, Appointed Department Director, or the Department of Public Works if the vehicle is owned by ER&R, must provide prior authorization
 - h) Purchase of goods or services on existing County contracts from other than the awarded vendors
 - i) Capital items
 - j) Fuel for personal vehicles
 - k) All other purchases prohibited by law or by County travel, purchasing or other applicable policies or guidelines

RESPONSIBILITIES OF CREDIT CARD USERS

Credit Card User Acknowledgement and Agreement

The Elected Official or Appointed Department Director must sign a Pacific County Credit Card User Acknowledgement and Agreement which specifies responsibility for use of and/or loss of the card. The Elected Official and Appointed Department Director must abide by the terms of the Cardholder agreement. The terms of the acknowledgement authorizes a payroll deduction from the Elected Official or Appointed Department Director for inappropriate, unauthorized, or unsubstantiated purchases with the card or late fees, subject to restrictions of State law.

Purchasing and Procurement

The Elected Official and Appointed Department Director must have a working knowledge of all applicable travel, purchasing and procurement policies, rules, and guidelines, and be responsible for adherence to these controls and procedures. All purchases must be made following applicable Pacific County policies, resolutions, and ordinances, and State laws.

Subject to the forgoing, the Elected Official and/or Appointed Department Director shall:

- a) Seek the best price available and utilize discounts available at the time of purchase.
- b) Resolve discrepancies with the supplier or financial institution.
- c) Obtain a supplier sales receipt for each transaction that clearly describes the items purchased, price, and any applicable shipping charges and sales tax. Maintain original itemized receipts, sales slips, supplier invoices, packing slips, and other related documentation. Obtain the necessary Board of County Commissioner approval and submit a voucher to the Auditor's Office within five business days of receipt of the statement. Any Elected Official or Appointed Department Director using or authorizing use of a card for travel and travel related expenses (other than meals) must submit a fully itemized travel expense voucher per county policy.
- d) Be personally responsible for payment of unauthorized purchases or purchases not supported by receipts, and any late fees associated with late submission to the Auditor's Office for payment.
- e) Safeguard cards from theft, loss, and misuse.
- f) Contact the financial institution and telephone the Auditor's Office immediately if the physical card is lost or stolen. Pursuant to law, failure to notify the financial institution of any card loss or theft within two business days after learning of the loss or theft may lead to liability to the card holder for any unauthorized transactions that occur after the loss or theft.
- g) Maintain strict security of card numbers. Card numbers shall only be disclosed when necessary to make an authorized purchase.
- h) Immediately discontinue using the card if any disallowed charges are outstanding.

Disputes

In the event the Elected Official or Appointed Department Director does not recognize a charge that has been posted to the billing statement, or the charge is disputed with the supplier and cannot be resolved, the Elected Official or Appointed Department Director must contact the financial institution's customer service center immediately.

The Elected Official or Appointed Department Director will be responsible for documenting the dispute according to the financial institution's instructions. The Elected Official or Appointed Department Director may forfeit certain protections by failing to notify the financial institution of the error within their required time limits.

Credit Card User Responsibility

Credit cards must be returned to the Auditor's Office when the Elected Official or Appointed Department Director terminates County employment.

The Card must be surrendered if used in a manner that is inconsistent with County policy, if the reconciled statements and receipts are not sent to Accounts Payable in a timely manner, or if finance charges are incurred as a result of Elected Official or Appointed Department Director's or their staff's negligence.

The Elected Official or Appointed Department Director is personally responsible for payment of unauthorized purchases and/or purchases not supported by itemized receipts, or any late fees resulting from late submission to the Auditor's Office for processing and payment.

Misuse or abuse of County credit cards may result in a revocation of the card, and possible legal action.

Internet Purchasing

A credit card number should not be entered in a website to purchase items that is not using a method for encrypting the purchasing information. This can only be verified when transacting business on a secured server using Secured Socket Layering (SSL). On the bottom line (status bar) of the browser, the padlock should be "locked". If the padlock is not "locked", the transaction information is not secure.

The Elected Official or Appointed Department Director must print a legible, itemized receipt at point of purchase from internet site.

MISUSE OF THE CREDIT CARD

If for any reason disallowed charges are not repaid by the Elected Official or Appointed Department Director before the card billing is due and payable, the County shall retain a prior lien against and a right to withhold any and all funds payable to the Elected Official or Appointed Department Director up to an amount of the disallowed charges, late fees and interest at the same rate as charged by the credit card contractor. Consequences for misuse of the Credit Card can include permanent revocation of Credit Card privileges, assignment of wages for repayment of discrepancies, notification to the County Auditor and/or WA State Auditor's Office to investigate the matter further, and/or further legal action if warranted.

CARD CANCELLATION

A Credit Card may be canceled for any of the following reasons:

- a. The card is lost or stolen;
- b. The Elected Official or Appointed Department Director retires, resigns, or otherwise leaves County employment;
- c. The authorizing Elected Official or Appointed Department requests cancellation for any reason;
- d. The Board of County Commissioners or the County Auditor requests cancellation.

ATTACHMENT A

PACIFIC COUNTY CREDIT CARD POLICY USER ACKNOWLEDGEMENT AND AGREEMENT

My signature below indicates that I have received and reviewed the **Pacific County Credit Card Policy (Resolution 2014-_____)** and the **Credit Card Cardholder Instructions (Attachment B)**, and any questions have been answered to my satisfaction.

My signature signifies that I have agreed to abide to all terms and conditions included in these documents and understand that I can be held personally liable for any misuse of the County's Credit Card that is issued to me or my Department or Office.

Dated this _____ day of _____, _____.

Signature

Printed Name

Title

Pacific County Auditor's Office

Signature

Printed Name

Title

ATTACHMENT B
PACIFIC COUNTY
CREDIT CARD CARDHOLDER INSTRUCTIONS

These instructions are divided into the following sections:

SECTION 1 - INTRODUCTION
SECTION 2 - CARDHOLDER RESPONSIBILITIES
SECTION 3 - GENERAL INFORMATION
SECTION 4 - MAKING A PURCHASE IN PERSON
SECTION 5 - MAKING A TELEPHONE, MAIL, OR INTERNET PURCHASE OR PLACING
A FAX ORDER
SECTION 6 - PROCEDURES AFTER PURCHASE
SECTION 7 - DISPUTE RESOLUTION PROCESS
SECTION 8 - CARD SECURITY

1. INTRODUCTION

- A. Pacific County has used various methods to accomplish the purchase of goods and services. Traditional payment methods such as purchase orders and cash payments have not always been accepted by merchants. The use of Credit Cards is a customary and economical business practice used to improve cash flow, reduce costs and increase efficiency. Therefore, the Board of County Commissioners has authorized the use of credit cards for expenses, other than meals, incident to travel, and for the purchase of low cost goods and services subject to established purchasing and procurement policies and procedures.
- B. Credit Cards issued by Pacific County to Elected Officials or Appointed Department Heads must be used in accordance with County policy and these procedures. Credit Cards issued by the County are for Official Government Use Only. County Credit Cards may not be used for personal purchases. The Credit Card Cardholder should become familiar with the policy, these instructions and is encouraged to review the provisions of the Ethics in Public Service Law (RCW 42.52). In addition, attention should be paid to RCW 42.52.160 (Use of Persons, Money or Property for Private Gain) and WAC 292-110-010 (Use of State Resources). Any Cardholder, who improperly uses the County Credit Card, may be subject to prosecution and penalties to the full extent provided for by law.
- C. A number of controls have been developed for the Credit Card program that does not exist in a traditional credit card environment. These controls ensure that the card will be used only for specific purchases and within specific dollar limits. In addition, the Cardholder is required to confirm all purchases, with verification performed by the Elected Official, Appointed Department Head or designee, before payment is authorized.

The Auditor's Office will monitor program implementation to assure compliance with the County policy and these procedures and make quarterly reports to the Board of Commissioners concerning the Program.

Appointed Department Heads and Elected Officials should have a working knowledge of all applicable policies and procedures. Appointed Department Heads and Elected Officials may establish credit card controls for their individual offices and employees that will be in addition to, but not less restrictive than, the requirements of the County Credit Card Policy and these instructions.

- D. This document provides instructions on the proper day-to-day use of County Credit Cards as a supplement to purchase orders and vouchers. In the event there is a conflict between these instructions and State law or County policies, State law or the policies shall prevail. Pacific County has policies that guide methods for purchase (to comply with bid laws), methods to claim reimbursement specifying when receipts are required, and policies that limit or restrict amounts allowable for reimbursement for travel expenses. These guidelines should be read in conjunction with those policies; these guidelines do not supersede other County policies.

2. CARDHOLDER RESPONSIBILITIES

- A. The Cardholder must ensure use of the Credit Card is for legitimate business purposes only. Misuse of the card will subject the Cardholder to disciplinary action, and possible legal action. The Cardholder must:
 - B. Maintain the Credit Card in a secure location at all times.
 - C. Adhere to the purchase limits and ensure that the total transaction(s) amount does not exceed the preset spending limits.
 - D. Obtain a receipt with item price, shipping, and tax information for ALL transactions. Submit the receipt and packing slip if available to the appropriate office or departmental personnel for reconciliation and timely payment.
 - E. Report erroneous declines, fraudulent or disputed charges to the Chief Accountant as soon as they are known.
 - F. Not accept cash in lieu of a credit to the Credit Card account.
 - G. Immediately report lost or stolen cards in accordance with these procedures.
 - H. Surrender the Credit Card to the Auditor's Office upon separation from employment with Pacific County.

3. GENERAL INFORMATION

Activation and use of Credit Card:

- A. If you have requested a credit card in your name the credit card that you receive will have your name embossed on it as well as your office or department name. No member of your staff, your family, or anyone else may use the County credit card issued to you. It has been specifically designed to avoid confusing it with your personal credit card. **THIS CREDIT CARD MUST NOT BE USED FOR PERSONAL PURCHASES!**
- B. If you have requested a credit card in your office or department's name the credit card that you receive will have your office or department name. You will be authorizing the use by staff members of the department card and be responsible for all terms and conditions outlined in this agreement.
- C. At the time you receive your Credit Card, you will also receive a copy of the Credit Card Cardholder Agreement that indicates the maximum dollar amount for each single purchase and a total for all purchases made with the Card within a given month. The County limit is \$2,500.00 per single purchase and \$5,000.00 within a given month.
- D. The cardholder agreement also includes other disclosures required by Federal law and terms governing the use of your Credit Card. You should read these and become familiar with the terms and conditions.
- E. You may use your Credit Card at any merchant that accepts credit cards for payment. (Except, see Credit Card Policy for specific ~~use~~ exclusions).
- F. The Chief Accountant will provide the Board of Commissioners with a biannual report detailing the number of cards issued, names of individuals holding cards, date issued, and card limits.

4. MAKING A PURCHASE IN PERSON

- A. Obtain an itemized receipt for your purchase. Sometimes the vendor will give you a single receipt that includes the credit card transaction information as well as the itemized list of merchandise purchased. Some vendors may give two receipts; one for the credit card transaction and one for the merchandise. In either case, you must retain these documents for submission to the Auditor's Office to authorize payment. **YOUR RECEIPTS MUST GIVE A DESCRIPTION OF EACH ITEM PURCHASED.**
- B. The merchant will require you to sign the sales draft. Before you do, verify that the dollar amount is correct and that sales tax had been added. County purchases are taxable, so it is important that the merchant adds tax. Also, verify that the merchant business name is on the receipt. NOTE: if you are in a location that does not charge sales tax at the point of sale, compensating tax in lieu of sales tax will be remitted to the State of Washington by Pacific County at a later time.
- C. Make sure that the merchant returns your card to you.

- D. Maintain receipts for completing your expense voucher or payment request.

5. MAKING A TELEPHONE, MAIL, OR INTERNET PURCHASE OR PLACING A FAX ORDER

Take proper precautions to safeguard your account information.

- A. When placing a telephone, mail, internet or fax order, you will be asked to provide your name, credit card number, expiration date on the card, and a billing address. Order forms that allow credit card payment will require your signature.
- B. Specify to the merchant that an itemized receipt must be shipped with the merchandise.
- C. When your order arrives, retain the receipt document(s) for submission to the Auditor's Office with your payment request.
- D. If a mail, telephone, internet or fax order transaction is posted to your statement before you actually receive the goods, note it on your payment request, and forward the receipt, with explanation, to the Auditor's Office as soon as possible. (A merchant cannot charge your account until an order has been shipped, so the delay time should only be the time it takes for shipping.)
- E. Internet (on-line) orders should only be placed with reputable merchants who provide a secure ordering site. A credit card number should not be entered in a website to purchase items if the site is not using a method for encrypting the purchasing information. This can only be verified when transacting business on a secured server using Secured Socket Layering (SSL). On the bottom line (status bar) of the browser, the padlock icon should be "locked". If the padlock is not "locked", the transaction information is not secure.

6. PROCEDURES AFTER PURCHASE

Submit timely payment requests to avoid late fees and finance charges.

- A. The Cardholder is required to submit a request for payment to the County Auditor's Office for the next appropriate billing cycle following receipt of the credit card statement. The payment instructions (voucher or travel expense voucher) must include the following information:
 - Cardholder's name, office or department
 - Month/Year of the billing cycle being recorded
 - Date of transaction
 - Merchant Name
 - Complete item(s) description (Be specific. A description of "Misc. Parts" is not acceptable.)
 - Receipts, as required
 - Total amount charged for each transaction
 - Total charges for the billing cycle
 - Budget code for each transaction

- B. The County currently has weekly payment cycles. These cycles may or may not correspond to payment due dates for the credit card billings. Pay close attention to the due dates on statements received from the Credit Card Company. Submit payment requests to ensure timely payments.
- C. At the close of the Credit Card company's billing cycle; the Bank will mail a statement to each Cardholder. The statement will show all transactions posted to your account during the bank's billing cycle. Upon receipt of your credit card statement, submit for the appropriate County payment cycle by completing each of the actions below. Review the statement for accuracy. Compare each transaction to your own records.

Attach all required receipts to the Voucher - for only those transactions shown on the credit card/bank statement. If you have any receipts for purchases that are not posted to the current statement, hold them over and record them on next month's Voucher.

Total the current month's charges on your Voucher. It should match the total on the credit/bank statement.

Obtain appropriate signatures on the Voucher, and submit to the Auditor's Office.

- D. If you have returned an item, attach the credit slip to the Voucher for the month in which the credit appears on your statement. It is the Cardholder's responsibility to see that returns are properly credited. A return of goods purchased using your Credit Card must always result in a credit issued towards your Credit Card account. Cash in exchange for merchandise returned should never be accepted. If a merchant refuses to issue a credit, treat the situation as a dispute and follow the instructions in Section 7: Dispute Resolution Process.

7. DISPUTE RESOLUTION PROCESS

Cardholders may be liable for unauthorized use of the Credit Card unless specific steps are taken to notify the Card Provider and/or Bank of unauthorized use or disputed charges.

- A. If a charge shown on your statement is incorrect, or you do not recognize a transaction, call the Credit Card Security Department at the telephone number listed on your Disclosure Agreement. The Credit Card Security Department will help you place the item in dispute or stop use of the card.
- B. The Card Provider may send you a letter, requesting additional information concerning the disputed charges or unauthorized use. You must provide the required information within sixty (60) days of the date of the first statement on which the disputed charge occurred or within such other time as may be established by Card Provider. Keep a copy of written materials furnished to the Card Provider and attach another copy to Vouchers submitted for payment.

- C. The Bank and/or Card Provider will research the charge and make appropriate adjustments to the account. The disputed item will be noted on the following month's statement for reconciliation purposes. The disputed item will be reflected in the outstanding balance but will not be part of the total amount due.
- D. When a disputed item has been resolved, a line item credit will be added to the statement and reflect a note regarding the status of the credit. The outstanding balance will be adjusted by the credit amount to reflect the final settlement of the disputed item.
- E. You must cooperate in any investigation of disputed charges or alleged unauthorized use.

8. CARD SECURITY

- A. Cards and the account number must be safeguarded against loss, theft and unauthorized use. The card shall be retained in a secure location. The security of card numbers must be maintained. In order to minimize liability for unauthorized purchases, the Cardholder must report lost or stolen cards immediately by calling the issuer's customer service center, the Auditor's Office and the appropriate personnel within the Cardholder's office or department.

The County will not be responsible for any unauthorized or illegal charges resulting from inappropriate or misuse of the credit card by the Cardholder or their authorized user. The County has agreed to cooperate with the issuer in any investigation, litigation, or prosecution concerning alleged wrongdoing or suspected fraud or abuse arising from use of the Credit Card. If requested, the County will provide a statement by an appropriate official and/or employee, regarding reimbursements or disputed, authorized or unauthorized charges.

An elected official, appointed department director or their authorized user who makes unauthorized purchases or carelessly uses the County Credit Card will be personally liable for the total amount of the unauthorized purchase.

- B. **IMPORTANT IF YOUR CARD IS LOST OR STOLEN:** Immediately notify the Auditor's Office and the Bank. The Sheriff's Office or Police should be notified depending upon the situation, i.e. robbery, burglary, etc.

Provide the following information to the Auditor's Office: Your name, the date reported to the Sheriff's Office or police (if applicable), the date reported to the Bank or Card Provider, and any purchases made on the day the card was discovered lost or stolen. Your missing card will be canceled and a new card number may be issued to you.



REQUESTED MEETING DATE:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

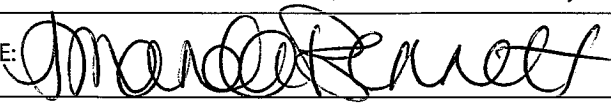
☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 8/6/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve to recind the motion of June 24, 2014 awarding to the Port of Peninsula \$25,000 from Fund 126 and approve recommendations from PCOG in the amount of \$10,000	

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 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: 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

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.



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:

8/12/2014

AGENDA REQUEST FORM

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

Agenda Item #: 19

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: _____

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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: Commissioners Office	DIVISION (if applicable): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 8/5/2014
NARRATIVE OF REQUEST	
Open public hearing Swear in those wishing to testify or provide comment Close hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt SEPA Determination of mitigated non-significance and Ordinance No. 174 establishing regulations for, and allowing of, Wheeled All-Terrain Vehicles and Off-Road Vehicles on certain county roadways	