

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

**Tuesday, August 26, 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*)

**No business to come before the Board**

**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.*

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

**Tuesday, August 26, 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-Astoria-Warrenton COC Assembly Permit/Great  
Columbia Crossing walk/run

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

10:30 AM Workshop w/ DCD on-site septic loan program

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**Call to Order**

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

**CONSENT AGENDA (Items 1-9)**

**Department of Public Works**

- 1) Approve the disposal Topcon self-leveling laser

**Department of Community Development**

- 2) Approve Amendment #3 to Lead Entity Project Agreement #13-1377P with State of WA Recreation and Conservation Office; authorize chair to sign
- 3) Approve the disposal of fax machine

**Health and Human Services Department**

- 4) Approve Amendment #5 to Contract #2011-13 with Coast Rehabilitation Inc. for employment training for adults with developmental disabilities
- 5) Approve amendment #5 to Contract #2011-13 with Coastal Community Action Program for employment training for adults with developmental disabilities
- 6) Approve Amendment #4 to Contract #2011-13 with True North for substance abuse treatment services for youth in North County
- 7) Approve Amendment #5 to Contract #2011-3 with Willapa Behavioral Health for substance abuse treatment services in South County and adults countywide

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- 8) Approve Amendment #1 to Contract #2013-15 with Boys & Girls Club Parenting providing parent education program coordination, facilitation and child care services for South Pacific County

**General Business**

- 9) Approve Vendor Claims:  
Warrants Numbered 123451 thru 123548 - \$283,510.91

**YEARS OF SERVICE**

- 10) 5 years: Jamie Mosley (PCSO)  
15 years: Dotsi Grave (DPW)

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 11) Accept resignation of Tim Triesch, Senior GIS Analyst; approve advertising for vacant position in accordance with Local 367C Collective Bargaining Agreement
- 12) Consider approval of Communications Facility Use Agreement with WA State Department of Transportation for use of the Megler site
- 13) Consider approval of the Rural Arterial Program Final Prospectus for South Fork and Parpala Roads; authorize Chair to sign
- 14) Consider approval of request to purchase Fire King insulated cabinet

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 15) Consider approval of requests to issue a Request for Applications (RFA) for the 2015 Millage mini grants
- 16) Consider approval of Personal Service Contract with Margie Godfrey to provide Advanced Nurse Practitioner Services in Long Beach office
- 17) Consider approval of Personal Service Contract with Marnie Shumacher to provide Advanced Nurse Practitioner Services in the South Bend office

**ITEMS REGARDING JUVENILE COURT SERVICES**

- 18) Assign expiration date of September 30, 2014 to the Leave Credit Transfers for Family Medical Leave (*approved at 8/12/2014 meeting*)

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 19) Approve reappointment of Andi Day and Dean Farrell to the Fair Board; accept resignation from Lori Ashley

**ITEMS REGARDING GENERAL BUSINESS**

- 20) Consider adoption of Resolution 2014-\_\_\_\_\_ amending the Credit Card Policy procedures
- 21) Consider adoption of Proclamation establishing September, 2014 as Childhood Cancer Awareness Month

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

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**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00am**

- 23) Astoria-Warrenton COC Assembly Permit/Great Columbia Crossing walk/run

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

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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 26, 2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 1

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: *Mike Collins*

DATE: 8-13-14

NARRATIVE OF REQUEST

Attached is the Inventory Disposal/Transfer Form for the Topcon Self-Leveling Laser DPW I.D. No. E558.

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

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: E558	DEPT/OFFICE:DPW
EQUIPMENT DESCRIPTION: Topcon Self Leveling Laser	LOCATION: Engineering
MODEL NUMBER: RL-H3CS	SERIAL NUMBER: ZR-2381

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

### DISPOSAL

DISPOSAL DATE: 8/26/2014	HOW DISPOSED:
REASON FOR DISPOSAL: it will cost more to fix than to purchase a new one	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

### TRANSFER

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

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

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

Your request to <input checked="" 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

## Fund No. 104/ROAD FUND

INVENTORY DECEMBER 31, 2013							KIND OF ASSETS: MACHINERY & EQUIPMENT (SURVEY CREW)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)		
EQUIPMENT DESCRIPTION	EQUIPMENT NUMBER	DATE ACQUIRED	INVENTORY AMOUNT AS OF JANUARY 1	EQUIPMENT ACQUIRED IN CURRENT YEAR	EQUIPMENT DISPOSED OF IN CURRENT YEAR	INVENTORY AMOUNT AS OF DECEMBER 31		
1-Zeiss N12 S#67874	E135	1980	252.57			252.57		
1-Safco Map File Cabinet		1985	502.93			502.93		
1-Safco File w/Base (Grey)	E272	1985	629.31			629.31		
1-Press-ur-Meter S#F001	E275	1989	864.54			864.54		
1-ATP3 Autolevel 30 x with 5/8 x 11 Alum Dome Tripod	E324,325							
1-SDR24 Electronic Fieldbook with battery S#045411, Triple Tilt Prism, Single Tilt Prism, and other accessories	E334,E336	1990	5,188.13			5,188.13		
1-Super Hi-way Chain w/reel	E337,E338	1990	362.85			362.85		
1-Schinstedt Helfi Magnetic Locator Model GA-52B	E335	1990	763.73			763.73		
1-Set 2 BII Total Station S#105645 w/keyboards, batteries, adaptor, etc.(E477), SDR33 Electronic Fieldbook with battery S#D030834 with prisms & other accessories (E478).			254.90			254.90		
1-TOPCON GTS 312 DPG Total Station S/N NX0217 w/batteries, charges, & carrying case	E477,E478	1996	18,669.37		18,669.37	0.00		
1-Topcon Self Leveling Laser RL-H3CS Z/R 2381 (Old Survey Truety)	E503	1998	10,667.18			10,667.18		
1-TDS Ranger 500X Data Collector	E558	2004	1,398.27			1,398.27		
1-Topcon GR-3 915+ GNSS System including (2) Topcon GR-3 GNSS receivers S/N 388-0768 (E569) and S/N 388-0763 (E568) and Base Tripod E569,E568,E571	E812	2007	4,710.86			4,710.86		
and Base Tripod (E571), also E813 was put on a TDS Data Collector that came with this unit per Todd Johnson on 12-13-2011.	E813	2007	48,327.28			48,327.28		
1-Topcon-PDX PS-103A Power Station S# AF0078, w/ PS Robotic Accessory Kit S#FU338, and TDS Robotics Module.	E848	2013	27,352.49			27,352.49		
TOTAL SURVEY CREW			92,591.92	27,352.49	18,669.37	101,275.04		
(Object 36 - Attractive items < \$5,000)								
SURVEY CREW (ATTRACTIVE ITEMS)								
1-Water Level Meter	E595	2008	722.48					
2-Hi-Star NC200 Traffic Analyzer Counter	E596, E597	2009	3,457.95					
1-Schinstedt GA-52X Heliflux Magnetic Locator S# 264172 (Survey Truck)	E601	2010	795.55					
1-Self Leveling Slope Laser	E807	2011	697.72					
1-RL-H4C Laser S# FQ1081, with LS-80L Sensor S# AZ5888	E832	2012	930.04					



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

**REQUESTED MEETING DATE:**

08.26.2014

## 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

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ Legal

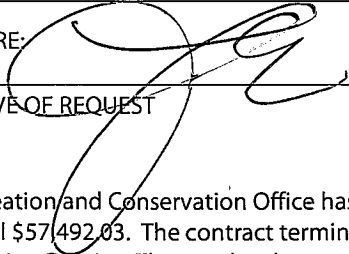
☐ OTHER: \_\_\_\_\_

### 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: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: Aug 12 '14
NARRATIVE OF REQUEST	
<p>The Recreation and Conservation Office has amended Lead Entity Grant #13-1377 to amend the amount of the agreement by an additional \$57,492.03. The contract terminates June 30, 2015. This work is performed through an interlocal agreement with Pacific Conservation District. The interlocal agreement has also been amended to reflect the contract extension with Recreation and Conservation.</p> <p>This is the 3rd amendment for this contract.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**Amendment to Project Agreement**

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

**Project Number:** 13-1377P  
**Amendment Number:** 3

**Amendment Type:**

Cost Change

**Amendment Description:**

This cost change amendment for the Pacific County Lead Entity (grant #13-1377) provides \$57,492.03 of capacity funding (\$57,500 minus \$7.97 remaining from previous fiscal year), as allocated by the Salmon Recovery Funding Board, for the July 1, 2014 to June 30, 2015 time period to support the Pacific County Lead Entity scope of work (copy included).

**Project Funding:**

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - SALMON-LE FED	\$42,989.00	74.76%	\$86,108.02	74.88%
RCO - SALMON-LE ST	\$14,511.00	25.24%	\$28,884.01	25.12%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
<b>Total Project Cost</b>	<b>\$57,500.00</b>	<b>100%</b>	<b>\$114,992.03</b>	<b>100%</b>
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$0.00	0.00%

**Agreement Terms**

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

**State Of Washington**  
**Recreation and Conservation Office**

**Pacific County**

BY: 

Kaleen Cottingham

TITLE: Director

DATE: 8/8/14

Pre-approved as to form:

BY: /S/

Assistant Attorney General

AGENCY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Amendment Eligible Scope Activities

**Project Sponsor:** Pacific County  
**Project Title:** Pacific County LE  
**Program:** Salmon-LE Fed Contracts

**Project Number:** 13-1377  
**Project Type:** Planning  
**Amendment #:** 3

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### Planning Metrics

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#### Worksite #1, PCSRF grant

Targeted salmonid ESU/DPS:

Chinook Salmon-Washington Coast  
ESU, Chum Salmon-Pacific Coast ESU,  
Coho Salmon-Southwest Washington  
ESU, Steelhead-Southwest  
Washington/Washington Coast DPS

Targeted species (non-ESU species):

None

Area Encompassed (acres):

815131.0

Miles of Stream Affected:

1318.00

#### Restoration Planning And Coordination Project

##### Evaluation/analysis of restoration plans and projects

Name of the Plan:

The WRIA #24 Strategic Plan and  
WRIA #24 Limiting Factors Analysis.  
There are no ESA-listed salmon species  
within WRIA #24 boundaries.

Description of the Plan:

The WRIA #24 Strategic Plan is utilized  
to rank salmon projects. Much of the  
information has been obtained from the  
WRIA #24 Limiting Factors Analysis and  
various watershed analyses. Each  
watershed is prioritized, including  
geographically important areas. The  
WRIA #24 committees have focused on  
a multi-species approach. Historically,  
Willapa Bay was predominately a chum  
watershed, and this will be part of our  
focus during the biennium

##### Support to local entities or agencies

Name of the Plan:

The WRIA #24 Strategic Plan and  
WRIA #24 Limiting Factors Analysis.  
There are no ESA-listed salmon species  
within WRIA #24 boundaries.

Description of the Plan:

The WRIA #24 Strategic Plan is utilized  
to rank salmon projects. Much of the  
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WRIA #24 committees have focused on  
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watershed, and this will be part of our  
focus during the biennium

## RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

## INVOICE VOUCHER

Agency Name

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

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

Sponsor

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

BY \_\_\_\_\_

(TITLE)

(DATE)

Category 4: Backup documentation to be submitted upon request

## To Be Completed By Sponsor

Project Number	13-1377 P	Billing #	9	From:	Billing Period	To:	This is a Final Billing?
Project Name	Pacific County LE						Yes [ ] No [ ]
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditure	Non-Reimbursable Amount	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Non-Capital Costs		\$57,492.13	\$0.00	\$57,492.13			
Equipment		\$0.00	\$0.00	\$0.00			
Non-Capital Total		\$57,492.13	\$0.00	\$57,492.13			
		\$57,492.13	\$0.00	\$57,492.13			

FUNDING & EXPENDITURE FORMULA  
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements				
Sponsor:			Total Billed	\$57,492.13			
RCO Federal:			Share Billed	\$57,492.13			
RCO: SALMON-LE FED	74.88173%	\$86,108.02	Share Approved	\$57,492.13		49.99%	
RCO: SALMON-LE ST	25.11827%	\$28,884.01	Advance Balance	\$0.00			
			Match Owed Balance	\$0.00			
			Share Retained	\$0.00			
			Share Paid	\$57,492.13		49.99%	
Agreement Total:	100.00000%	\$114,992.03	Match Bank	\$0.00			
Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message		
			0041	SWV0007195-00	13-1377 P		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	001	011	10407	NZ	0041		9
210	001	P21	10405	NZ	0041		9

## Certification For Payment

Project Manager/Date

Accounting/Date



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beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 3

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           |

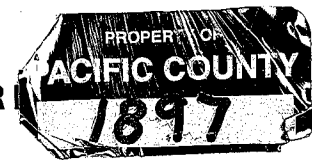
## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable):
OFFICIAL NAME & TITLE:	PHONE / EXT:
SIGNATURE:	DATE:
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve disposal of fax machine (Asset #1897)	

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER

ATTACHMENT #4



FIXED ASSET ID NUMBER: 1897	DEPT/OFFICE: DCD
EQUIPMENT DESCRIPTION: FAX MACHINE, PANAFAX	LOCATION: COUNTY ADMINISTRATIVE FACILITY, LB
MODEL NUMBER: PANAFAX UF-885	SERIAL NUMBER:

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

## DISPOSAL

DISPOSAL DATE: 8/13/2014	HOW DISPOSED: GARBAGE
REASON FOR DISPOSAL: NO LONGER FUNCTIONING	
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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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 ☐ 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

# Coast Rehab



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:  
8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

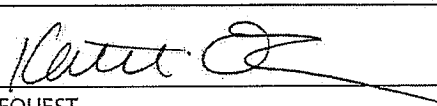
☐ OTHER: \_\_\_\_\_

### 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 8-20-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #5 to contract #2011-13 Coast Rehab. This amendment adds funding for the current fiscal year and for the end of last fiscal year. It also extends the end date of the contract through the end of June 2015. An RFQ was released in July for these services (employment training for adults with developmental disabilities) and Coast Rehab was the only contractor who responded to provide services for the south county area. Contracted amounts are funded through the county's contract with the state (DDD), and are part of the approved 2014 budget (and 2015 proposed budget). 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)	

**Contract #2011-13 Coast Rehab  
Amendment #5**

**PURPOSE OF THE CHANGE:** To amend the contract between **Coast Rehabilitation Inc.** and **Pacific County**.

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

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #5.
2. Extends end date of contract to June 30, 2015.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR- Coast Rehabilitation Inc**

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Title

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

**Attest**

Clerk of the Board      Date

1/10 of 1%

## Proposed Work Plan

DATE	ACTIVITY
<b>2014</b>	
Monthly	Discuss at Commissioner Community Forums
October	Advertise Community Meetings
November	Community Meetings <ul style="list-style-type: none"> <li>o South Bend</li> <li>o Valley</li> <li>o Naselle</li> <li>o Ocean Park</li> <li>o Long Beach</li> <li>o Tokeland</li> </ul> Worskhop with Cities
December	12/9/14-BOCC Meeting-Announce Decision  Notify State
<b>2015</b>	
January	Implement Tax  Establish Reserve Account within Fund 118 (Health Dept)  Workshop regarding Advisory Committee Structure/Representation Role of the Group Funding Meeting frequency  Advertise for Advisory Board Membership
February	Appoint Advisory Board Members
March-July	Advisory Board Meetings
August	Recommendations from Advisory Board to BOCC for 2016 budget
November-December	RFPs (if needed), Contracts, etc
<b>2016</b>	
January	Implement Programming



**Contract #2011-13 Coast Rehab**  
**Exhibit B- Budget- Amendment #5**

Service	FY 2012	FY 2013	FY 2014	FY2015	Total
South County Group Supported Employment (GSE)	\$ 34,600.00	\$ 54,600.00	\$ 74,880.00	\$ 80,000.00	\$ 244,080.00
Individual Supported Employment (ISE)	\$ -	\$ -	\$ 25,800.00	\$ 41,584.00	\$ 67,384.00
Job Club**	\$ 2,400.00	\$ 2,400.00	\$ 7,287.50	\$ -	\$ 12,087.50
Community Access			\$ 3,000.00	\$ 6,000.00	\$ 9,000.00
<b>Total</b>	<b>\$ 37,000.00</b>	<b>\$ 57,000.00</b>	<b>\$ 107,967.50</b>	<b>\$ 127,584.00</b>	<b>\$ 323,551.50</b>

FY 2012 is July 1, 2011- June 30, 2012

FY 2013 is July 1, 2012- June 30, 2013

FY 2014 is July 1, 2013- June 30, 2014

FY 2015 is July 1, 2014-June 30, 2015

\*All dollars follow the client and are billed up to maximum allotted hours and rate on current, signed, County Service Authorization (CSA)

\*\*Job club hours are included within authorized GSE hours.



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

Coastal CAP

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

REQUESTED MEETING DATE:

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 8-20-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #5 to contract #2011-13 Coastal Community Action. This amendment adds funding for the current fiscal year and for the end of last fiscal year. It also extends the end date of the contract through the end of June 2015. An RFQ was released in July for these services (employment training for adults with developmental disabilities) and Coastal CAP was the only contractor who responded to provide services for the north county area. Additionally, they have provided these services for the county since 2009 and have always done an excellent job. Contracted amounts are funded through the county's contract with the state (DDD), and are part of the approved 2014 budget (and 2015 proposed budget). 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)	

**Contract #2011-13 Coastal Community Action  
Amendment #5**

PURPOSE OF THE CHANGE: To amend the contract between **Coastal Community Action** and **Pacific County**.

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

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #5.
2. Extends end date of contract to June 30, 2015.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR- Coastal Community Action**

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Commissioner Date

**Attest**

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

**Contract #2011-13 Coastal Community Action**  
**Exhibit B- Budget- Amendment #5**

Service	FY 2012	FY 2013	FY 2014	FY 2015	Total
North County Group Supported Employment (GSE)	\$ 15,491.00	\$ 19,200.00	\$ 47,823.25	\$ 50,000.00	\$ 132,514.25
Individual Supported Employment	\$ 5,000.00	\$ 780.00	\$ 22,085.00	\$ 55,000.00	\$ 82,865.00
<b>Total</b>	<b>\$ 20,491.00</b>	<b>\$ 19,980.00</b>	<b>\$ 69,908.25</b>	<b>\$ 105,000.00</b>	<b>\$ 215,379.25</b>

FY 2012 is July 1, 2011- June 30, 2012  
FY 2013 is July 1, 2012- June 30, 2013  
FY 2014 is July 1, 2013- June 30, 2014  
FY 2015 is July 1, 2014-June 30, 2015

\*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization (CSA)



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beginning at 9 a.m.

REQUESTED MEETING DATE:

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 6

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

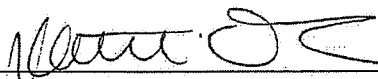
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

<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: 8-20-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #4 of contract #2011-13 True North TX. This contract is to provide substance abuse treatment services for youth in the north county area. It was put out for RFQ in July 2014 and ESD 113 responded in early August indicating a desire to continue to provide youth treatment services. The amendment extends the contract end date through June 30, 2015, provides additional funding for FY 2015, and deletes all funding and statements of work related to services for non-Medicaid clients (essentially making the contract "Medicaid Only"). 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)	

**Contract # 2011-113 ESD 113 TX  
AMENDMENT #4**

**PURPOSE OF THE CHANGE:** To amend the contract between **Educational Service District 113- True North and Pacific County.**

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

1. Replaces Exhibit A-Budget Amendment #3 with Exhibit B- Budget Amendment #4 to be effective July 1, 2014.
2. Extends end date of contract to June 30, 2015.
3. Removes all funding and deletes all statements of work for any and all services provided to non-Medicaid clients effective July 1, 2014.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.  
IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR- ESD 113 True North**

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Title

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

**Attest**

Clerk of the Board      Date

2011-13 ESD- True North Youth TX  
Exhibit A- Budget Amendment #4

Description	Original Budget	Amendment #1				Amendment #2				Amendment #3				Amendment #4			
		FY 2012	FY 2013	FY 2012	FY 2013	FY 2012	FY 2013	FY 2014	FY 2012	FY 2013	FY 2014	FY 2012	FY 2013	FY 2014	FY 2015		
*Title XIX Set Aside	\$12,800	\$11,300	\$10,000	\$11,300	\$10,000	\$11,300	\$10,000	\$3,000	\$11,300	\$10,000	\$10,000	\$11,300	\$10,000	\$10,000	\$14,112		
Low Income Youth (Direct Bill)	\$14,600	\$22,479	\$10,000	\$22,479	\$10,000	\$22,479	\$10,000	\$5,000	\$22,479	\$10,000	\$20,000	\$22,479	\$10,000	\$20,000	\$ -		
Services for medicaid clients not billable to medicaid**																	
<b>Total</b>	<b>\$27,400</b>	<b>\$33,779</b>	<b>\$20,000</b>	<b>\$33,779</b>	<b>\$20,000</b>	<b>\$33,779</b>	<b>\$20,000</b>	<b>\$8,000</b>	<b>\$33,779</b>	<b>\$20,000</b>	<b>\$30,000</b>	<b>\$33,779</b>	<b>\$20,000</b>	<b>\$30,000</b>	<b>\$27,612</b>		

\*Title XIX Set Aside is funding that is set aside to be taken out of the county contract at the state level. It is not billable by ESD directly to the county.

\*\*Services for medicaid clients that are not billable to medicaid include: Outreach Intervention & Referral, Screening Tests/UA, and continuing education.



Board of Pacific County Commissioners  
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beginning at 9 a.m.

REQUESTED MEETING DATE:

8/26/2014

## 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

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

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☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

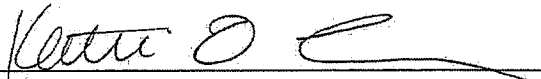
☐ NDC

☐ 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 8-20-2014
NARRATIVE OF REQUEST	
Requesting approval and signature of amendment #5 of contract #2011-13 WBH. This contract is to provide substance abuse treatment services for youth in the south county, and adults county wide. The contract was put out for RFQ in July 2014 and WBH responded in early August indicating a desire to continue to provide these services. The amendment extends the contract end date through June 30, 2015, provides additional funding for FY 2015, and deletes all funding and statements of work related to services for non-Medicaid clients (essentially making the contract "Medicaid Only"). Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**Contract # 2011-13 WBH TX  
AMENDMENT #5**

PURPOSE OF THE CHANGE: To amend the contract between **Willapa Behavioral Health** and **Pacific County**.  
*IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:*

1. Replaces Exhibit B-Budget Amendment #4 with Exhibit B- Budget Amendment #5 to be effective July 1, 2014.
2. Extends end date of contract to June 30, 2015.
3. Removes all funding and deletes all statements of work for any and all services provided to non-Medicaid clients effective May 1, 2014.

ALL OTHER TERMS & CONDITIONS of the contract shall remain in full force and effect.  
IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR- Willapa Behavioral Health**

Chairman \_\_\_\_\_ Date \_\_\_\_\_

---

Signature

Date

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Title

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

**Attest**

Clerk of the Board      Date

**Contract #2011-13 WBH TX**  
**Exhibit B- Budget**  
**Amendment #5**

Fund Source	Services	FY 14 (Original)	FY 14 Amen. #4	FY 15
Federal SAPT	Low Income Adult & Youth, ADATSA	14,901	29,802	-
Federal & State GIA (Non-CJTA)	Services for (non CJTA) Medicaid Clients that are not covered by Medicaid*	-	-	18,000
Adult CJTA (Biennial)	CJTA	28,747	26,811	-
*CJTA (Biennial)	Services for (CJTA) Medicaid Clients that are not covered by Medicaid*	-	-	7,500
State GIA	Low Income Adult & Youth, ADATSA	71,707	61,359	-
State Special Projects	Treatment Services for Repeat DUI Offenders	-	-	4,708
**Title XIX/Disability Lifeline & ADATSA	Disability Lifeline & ADATSA (through 12/31/2013)	19,275	\$19,275*	-
State Special Projects	TANF Treatment Services	3,281	6,563	-
<b>Total Direct Bill</b>		137,911	124,535	30,208

Fund Source	Services	FY 14 (Original)	FY 14 Amen. #4	FY 15
***TANF XIX Set Aside	Youth & Adult TX for TANIF/Medicaid Clients			6,563
***Title XIX Set Aside	Youth and Adult Medicaid (non CJTA)	5,000	61,360	120,340
***CJTA Title XIX Set Aside	Medicaid (CJTA)	5,000	26,811	46,123
	Total Set Aside	10,000	88,171	173,026

**Contract Total**

**212,706**

\*Services for clients not eligible for Medicaid include: Outreach, Intervention & Referral, Screening Tests/UA, and continuing education.

\*\*Title XIX/Disability Lifeline ADATSA must be billed prior to December 31, 2013

\*\*\*Medicaid "Set Aside" Funds are not billable directly to the county. The contractor bills Medicaid directly, and the county share is taken out from the state.



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

REQUESTED MEETING DATE:

8/20/14

## 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

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☐ 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: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom

PHONE / EXT: 2648

SIGNATURE:

DATE: 4-16-2013

### NARRATIVE OF REQUEST

Requesting approval of contract # 2013-15 Boys & Girls Club Parenting, with the Boys & Girls Club of the Long Beach Peninsula to provide parent education program coordination, facilitation, and child care services for south Pacific County. This contract was originally put out for RFP back in December 2012 and subsequently awarded to Clatsop County Juvenile Department. That contract however, was never fully executed due to liability issues related to providing childcare across state lines. So, I put the contract out for bid again in March 2013 to allow other agencies a chance to respond to the proposal. Boys & Girls Club was the sole responder. Their proposal meets minimum requirements, proposed rates are reasonable and within budget, and I believe they will do a good job providing services. I would recommend that this contract is approved and signed effective May 1, 2013. The contract is funded through a mix of health department revenue sources including: Drug Free Communities Grant, DBHR prevention funds, and Child Protective Services. This contract is budgeted for and will not require a supplemental. Please contact me at ex 2648 with any questions.

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

**Contract #** Contract # 2013-15 Boys & Girls Club

## AMENDMENT #1

**PURPOSE OF THE CHANGE:** To amend the contract between **Boys & Girls Club of the Long Beach Peninsula and Pacific County.**

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

1. Deletes item 1 "Contractor's Services" in its entirety and replaces it with Exhibit D- Statement of Work
2. Replaces Exhibit A- Rate Schedule and Budget with Exhibit A- Rate Schedule & Budget Amendment #1.
3. Deletes number 2- Payment, section B.
4. Deletes the word "parenting" from the title of the contract (Changes the title from "2013-15 Boys & Girls Club Parenting" to "2013-15 Boys & Girls Club").

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.  
IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR- Boys & Girls Club of the Long Beach Peninsula**

Chairman \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Title

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

**Attest**

Clerk of the Board      Date

**Contract # 2013-15 Boys & Girls Club**

Amendment #1

*Exhibit A--Rate Schedule and Budget Reimbursement***Budget/Time Frame (not to exceed)**

<b>Description</b>	<b>Rate</b>		<b>May 1, 2013- July 31, 2014</b>	<b>August 1, 2014- September 30, 2015</b>
Parenting Program Facilitators	\$ 24.00	per hour	\$ 13,772.40	\$ -
Childcare Providers	\$ 13.50	per hour		\$ 1,500.00
Capacity Building/Funding Raising	22.19	per hour		\$ 12,696.00
<b>Totals</b>			<b>\$ 13,772.40</b>	<b>\$ 14,196.00</b>

**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 26, 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

123451          thru          123548          \$ 283,510.91

Warrants Dated: August 15, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

Rachel Patrick  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

AUG 18 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

**Years of Service Report** August 2014

<b>Total Years of Service</b>	<b>5</b>			
<b>Employee Name</b>	<b>Date of Hire</b>	<b>Calculation Date</b>	<b>ID Number</b>	
Jamie L. Pearson	8/3/2009	8/1/2009	PEARJ	

<b>Total Years of Service</b>	<b>15</b>			
<b>Employee Name</b>	<b>Date of Hire</b>	<b>Calculation Date</b>	<b>ID Number</b>	
Dotsi Graves	9/13/1999	8/1/1999	GRAVD	

Wednesday, July 02, 2014 - Emailed Amber -KB

Page 1 of 1

7/29/14 c: Lisa -KB



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:  
8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk 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: DPW

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Andi Harland

PHONE / EXT:

SIGNATURE: 

DATE: 8/19/14

NARRATIVE OF REQUEST

Submit resignation letter of Tim Triesch for board acknowledgment and request authority to advertise for the position of Senior GIS Analyst both internally to 367-C members and externally via local newspapers concurrently.

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:

7/14/2014

## 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

☐ 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: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nickolas Milton</i>	DATE: 7/02/2014
NARRATIVE OF REQUEST  Attached for the Board's consideration is a renewed lease agreement with Washington State Department of Transportation for their facility use at Megler site. This agreement is for a five year period at a rate of \$4,196 annually, which represents a 24% increase from the previous agreement which had a ten year period.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PACIFIC COUNTY  
INTERAGENCY COMMUNICATIONS FACILITY USE AGREEMENT  
MEGLER SITE**

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

**WHEREAS**, Washington State Department of Transportation, (LESSEE hereafter called WSDOT) is authorized to lease property pursuant to RCW 47.12.010 for highway purposes and desires to lease a portion of COUNTY's Megler communications site for wireless communications for the benefit of state highway's.

**WHEREAS**, COUNTY is the grantee of a statutory warranty deed for a communication site and access road from Weyerhaeuser Company, dated October 28, 1987, commonly referred to as the Megler Site and is agreeable to sublease the site for state government purposes, and;

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

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

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

2. **TERMINATION BY LESSEE:**

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

- If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of WSDOT's equipment cannot be

obtained, or if **WSDOT** determines in its judgment that the cost of obtaining such approval is prohibitive.

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

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

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

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

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

6. **INDEMNITY:**

a. To the extent permitted by law, WSDOT agrees to defend, indemnify and hold harmless COUNTY from and against all claims, actions, losses, costs, expenses, or damages from a third party, arising from:

(i) The negligence or willful misconduct of WSDOT, or its authorized agents, employees, or contractors: or

(ii) Any material breach by WSDOT of any provision of this Facility Use Agreement.

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

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

b. To the extent permitted by law, COUNTY agrees to defend, indemnify and hold harmless WSDOT from and against all claims, actions, losses, costs, expenses, or damages from a third party, arising from:

(i) The negligence or willful misconduct of COUNTY, or its authorized agents, invitees, contractors, lessees, or employees: or

- (ii) Any material breach by COUNTY of any provision of this Facility Use Agreement.

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

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

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

8. **PREMISES**: COUNTY shall provide WSDOT tower and shelter space in addition to fenced security and access to the facility. WSDOT shall install communications equipment as described in Exhibit A of this Facility Use Agreement. The Premises covered by this Facility Use Agreement, and reserved for WSDOT's exclusive use, are located on the following described land: located in portions of Section 3, Township 9 North, Range 10 West, W.M., Pacific County, Washington, including full use of the access road for ingress and egress to the site.

9. **EQUIPMENT:** WSDOT shall install and maintain communications equipment using good practices, and in accordance with all applicable codes. WSDOT shall also adhere to the Pacific County Facility Use Standards described in Exhibit B, attached hereto and incorporated herein, and made a part of this Facility Use Agreement. Antenna feeds shall be one half inch (1/2") or larger jacketed solid sheathed transmission line.

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

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

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

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

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

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

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

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

17. **DISPUTES, VENUE AND ATTORNEY'S FEES**: In the event of any controversy, claim, or dispute arising out of the Facility Use Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to attorney's fees and costs. Any action

taken to enforce a provision of this Facility Use Agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.

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

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

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 (Lessor): Pacific County Board of County Commissioners  
PO Box 187  
South Bend, WA 98586  
Attn: Communications Engineer-DPW

If to WSDOT (Lessee): Washington State Department of Transportation  
Attn: Real Estate Facilities Liaison  
P.O. Box 47338  
Olympia, WA 98504-7338

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



23. **HAZARDOUS SUBSTANCES:** COUNTY hereby agrees to defend, indemnify and hold WSDOT harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any hazardous substances that have been released, or otherwise come to be located on the site, including those that may have migrated from the site through water or soil to other properties. COUNTY further agree to retain, defend, indemnify and hold WSDOT harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any hazardous substances removed from the site. For the purposes of this Facility Use Agreement, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. For the purposes of this Easement, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; and the Model Toxics Control Act, RCW 70.105D.010.

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

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

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

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

WASHINGTON STATE  
Department of Transportation

\_\_\_\_\_  
James M. Salter,  
Acquisition Program Manager

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia K. Nightingale,  
Assistant Attorney General

ATTEST:

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

## WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

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

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

(Signature)

(Print or type name)

Notary Public in and for the State of Washington

residing at

My commission expires \_\_\_\_\_

## COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PACIFIC )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me known to be the duly appointed Board of County Commissioners, Board Chair, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

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

(Signature)

(Print or type name)

Notary Public in and for the State of Washington

residing at

My commission expires \_\_\_\_\_

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

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Per Unit Rate</u>	<u>Annual Rate</u>
1	2	TX/RX 800 MHZ	\$1459.00	\$2,918.00
2	1	800 MHZ Pole Ant	\$688.00	\$688.00
3	1	Standard Equip. Racks	\$254.00	\$254.00
4	2	MUX. Connection to HC	\$168.00	\$336.00
TOTAL ANNUAL RATE				\$4,196.00

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 26, 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

☐ Risk Management

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

☐ Legal

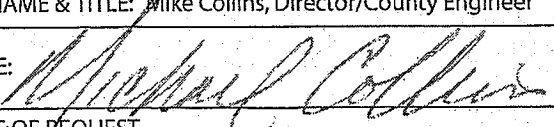
☐ OTHER: \_\_\_\_\_

### 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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 8-13-14
NARRATIVE OF REQUEST	
<p>Attached for your review and execution are the Rural Arterial Program Final Prospectus for South Fork Road No. 46730 MP 3.60 (Rue Creek) to MP 5.52 (SR 6) and Parpala Road No. 91190 MP 6.17 to MP 6.42 for slide repair. These applications are funding requests for the 2015-17 biennium. The County Road Administration Board requests that you submit double the dollar amount that may be approved; Pacific County (part of the Southwest Region) has a funding request limit of \$1.8 million per biennium. The RAP contribution is 90% reimbursement. These projects will compete with others submitted within our region.</p> <p>The RAP process is defined in WAC 136-100.</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:

August 26, 2014

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 8-13-14

NARRATIVE OF REQUEST

The Department of Public Works requests approval to purchase a 4th Fire King insulated cabinet to store Bridge Load Ratings (a recent requirement from Washington State Department of Transportation Bridge Inventory).

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



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

REQUESTED MEETING DATE:

8/26/2014

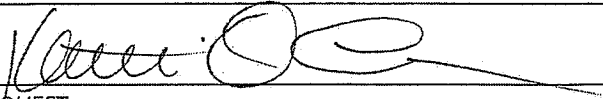
## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: 15	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Management	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal	
<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"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Vegetation Mgmt
			<input type="checkbox"/> WSU Coop. Ext.
			<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom	PHONE / EXT: 2648
SIGNATURE: 	DATE: 8/13/2014
NARRATIVE OF REQUEST	
<p>Requesting approval to advertise in the Chinook Observer a Request for Applications (RFA) for 2015 Millage mini grants. As a reminder, Millage funds are dedicated to programs that support individuals with developmental disabilities or that promote mental health. As part of the Millage budget, each year we typically offer between \$10,000-\$30,000 in millage mini grants for agencies in Pacific County interested in providing services covering the aforementioned areas. This year I am proposing to release \$20,000 in millage mini grants. The proposed time-line is: Sept- Advertise in the paper, county website, and electronically. Oct/Nov- the Human Services Advisory Council will meet to judge the grants and make recommendation for award (to BOCC). Nov/Dec- I will develop contracts for each grantee and then contracts are executed. Jan-Dec 2015- Proposed programs are delivered. Grantees provide progress reports with each invoice and also preset in person at a HSAC meeting, TBD during 2015. 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)	



Board of Pacific County Commissioners  
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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:

8-26-2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 16

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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 8-20-14
NARRATIVE OF REQUEST	
Request the Board approve and sign the attached contract with Margie Godfrey to provide Advanced Nurse Practitioner services to the Health Department's family planning program. She will provide services in the Long Beach office and back up for the South Bend clinic	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PERSONAL SERVICE CONTRACT  
ADVANCED REGISTERED NURSE PRACTITIONER**

THIS CONTRACT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Margie Godfrey, hereinafter referred to as the "CONTRACTOR".

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

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the personal services set forth hereafter in this Contract: now therefore

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

HEREBY AGREE AS FOLLOWS:

**I – SERVICES TO BE PROVIDED BY CONTRACTOR**

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

CONTRACTOR responsibilities shall include the following:

1. Be a licensed Nurse Practitioner in good standing in State of Washington.
2. Be available to provide comprehensive, culturally competent, clinical assessments for clients and referrals as needed. CONTRACTOR will follow all policies and practices established by the Family Planning Title X Program and the COUNTY.
3. Perform women's health exams, prescribe contraception, diagnose and treat sexually transmitted disease and make appropriate referrals for services which are not offered within scope of family planning clinic.
3. Agrees not to bill any clients, families, or any health insurance program or carrier for services provided under this contract.
4. Be familiar with agency confidentiality, including procedures for keeping records, for processing consent forms, and for limiting legal liability.

5. Maintain compliance with all requirements in order to carry out the duties of an Advanced Registered Nurse Practitioner.
6. Attend trainings and/or staff meetings as directed by the COUNTY Department of Health and Human Services Director.
7. Complete monthly time reports by the 5th of the month following service.

## **II – NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The services to be furnished under the terms of this Contract shall be performed by the CONTRACTOR and shall not be assigned, delegated, or subcontracted in whole or in part. No one other than the CONTRACTOR shall perform the services under this Contract without the express written consent of the COUNTY.

The CONTRACTOR shall document hours of professional services to the satisfaction of the COUNTY Department of Public Health and Humans Services Director.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

## **III – DURATION OF CONTRACT**

The terms of this Contract shall be deemed to have become effective September 1, 2014 and continues until such time either party desires to terminate this Contract. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of thirty (30) days prior to termination of this Contract.

## **IV – COMPENSATION AND METHOD OF PAYMENT**

The COUNTY shall compensate the CONTRACTOR for the services performed under this Contract as follows:

The COUNTY agrees to pay the CONTRACTOR at the rate of \$50.00 per hour for contract services rendered.

The COUNTY agrees to pay the CONTRACTOR mileage at the current IRS rate based on the following conditions:

1. Mileage from residence to nearest health department will not be paid if less than 20 miles one-way.
2. Hourly rate for direct services time.

3. Mileage from Home to nearest Health Department beyond 20 miles will be paid. (Example: Home to health department 30 miles one way, 10 miles will be paid)

The COUNTY shall reimburse the CONTRACTOR for travel, lodging, tuition, meals and expenses associated with trainings when the COUNTY Department of Health and Human Services Director mandates attendance

The COUNTY shall pay the CONTRACTOR by the 30th of the month following service.

The CONTRACTOR agrees that it is an independent contractor with the COUNTY, and not an employee of the COUNTY. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Contract.

The COUNTY agrees to pay up to eight hundred dollars (\$800.00) toward CONTRACTOR'S cost of professional liability insurance. The CONTRACTOR shall provide proof of such upon execution of this contract. Should the CONTRACTOR end services prior to the year covered by the insurance the CONTRACTOR agrees to reimburse the COUNTY a prorated amount of liability insurance based on number of months left on policy (prorated amount will be based on total cost of policy divided by the remaining months left on the policy).

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

#### **V – COMPLIANCE WITH LAWS**

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

#### **VI – NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

#### **VII – INDEMNIFICATION/HOLD HARMLESS**

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.

#### **VIII – INSURANCE**

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

#### **IX – TERMINATION**

If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Contract.

In addition either party may terminate this Contract by giving thirty (30) days notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address. If this Contract is terminated, the COUNTY shall be liable for payment prior to the effective date of termination.

#### **X – ATTORNEY'S FEES/COST OF SUIT AND VENUE**

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

##### **a. DISPUTES**

Differences between Margie Godfrey and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Margie Godfrey shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the

COUNTY'S contract representative shall be final and conclusive, subject to her right to seek judicial relief pursuant to Section 10.2.

**b. CHOICE OF LAW, JURISDICTION AND VENUE**

1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
2. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

**c. SEVERABILITY**

1. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
2. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
3. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**XI – DEBARMENT CERTIFICATION**

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Contract by the County.

**XII – ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**XIII – NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be



effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this \_ day of \_\_\_\_\_, 2014.

CONTRACTOR

\_\_\_\_\_  
Margie Godfrey

SS # \_\_\_\_\_

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
David Burke  
Prosecuting Attorney

\_\_\_\_\_  
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:

8-26-2014

## 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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 8-20-14
NARRATIVE OF REQUEST  Request the Board approve and sign the attached contract with Marnie Schumacher to provide Advanced Nurse Practitioner services to the Health Department's family planning program. She will provide services in the South Bend office and back up for the Long Beach clinic.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PERSONAL SERVICE CONTRACT  
ADVANCED REGISTERED NURSE PRACTITIONER**

THIS CONTRACT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Marnie Schumacher, hereinafter referred to as the "CONTRACTOR".

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

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the personal services set forth hereafter in this Contract: now therefore

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

HEREBY AGREE AS FOLLOWS:

**I – SERVICES TO BE PROVIDED BY CONTRACTOR**

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

CONTRACTOR responsibilities shall include the following:

1. Be a licensed Nurse Practitioner in good standing in State of Washington.
2. Be available to provide comprehensive, culturally competent, clinical assessments for clients and referrals as needed. CONTRACTOR will follow all policies and practices established by the Family Planning Title X Program and the COUNTY.
3. Perform women's health exams, prescribe contraception, diagnose and treat sexually transmitted disease and make appropriate referrals for services which are not offered within scope of family planning clinic.
3. Agrees not to bill any clients, families, or any health insurance program or carrier for services provided under this contract.
4. Be familiar with agency confidentiality, including procedures for keeping records, for processing consent forms, and for limiting legal liability.

5. Maintain compliance with all requirements in order to carry out the duties of an Advanced Registered Nurse Practitioner.
6. Attend trainings and/or staff meetings as directed by the COUNTY Department of Health and Human Services Director.
7. Complete monthly time reports by the 5th of the month following service.

## **II – NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS**

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The CONTRACTOR shall document hours of professional services to the satisfaction of the COUNTY Department of Public Health and Humans Services Director.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

## **III – DURATION OF CONTRACT**

The terms of this Contract shall be deemed to have become effective September 1, 2014 and continues until such time either party desires to terminate this Contract. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of thirty (30) days prior to termination of this Contract.

## **IV – COMPENSATION AND METHOD OF PAYMENT**

The COUNTY shall compensate the CONTRACTOR for the services performed under this Contract as follows:

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The CONTRACTOR agrees that it is an independent contractor with the COUNTY, and not an employee of the COUNTY. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Contract.

The COUNTY agrees to pay up to eight hundred dollars (\$800.00) toward CONTRACTOR'S cost of professional liability insurance. The CONTRACTOR shall provide proof of such upon execution of this contract. Should the CONTRACTOR end services prior to the year covered by the insurance the CONTRACTOR agrees to reimburse the COUNTY a prorated amount of liability insurance based on number of months left on policy (prorated amount will be based on total cost of policy divided by the remaining months left on the policy).

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

#### **V – COMPLIANCE WITH LAWS**

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

#### **VI – NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

#### **VII – INDEMNIFICATION/HOLD HARMLESS**

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.

#### **VIII – INSURANCE**

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

#### **IX –TERMINATION**

If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Contract.

In addition either party may terminate this Contract by giving thirty (30) days notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address. If this Contract is terminated, the COUNTY shall be liable for payment prior to the effective date of termination.

#### **X – ATTORNEY'S FEES/COST OF SUIT AND VENUE**

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

##### **a. DISPUTES**

Differences between Marnie Schumacher and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Marnie Schumacher shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the

COUNTY'S contract representative shall be final and conclusive, subject to her right to seek judicial relief pursuant to Section 10.2.

**b. CHOICE OF LAW, JURISDICTION AND VENUE**

1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
2. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

**c. SEVERABILITY**

1. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
2. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
3. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**XI – DEBARMENT CERTIFICATION**

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Contract by the County.

**XII – ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**XIII – NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be

effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this \_ day of \_\_\_\_\_, 2014.

CONTRACTOR

\_\_\_\_\_  
Marnie Schumacher

SS # \_\_\_\_\_

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
David Burke  
Prosecuting Attorney

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





**REQUESTED MEETING DATE:**

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ 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 334
SIGNATURE: 	DATE: 8/21/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Assign expiration date of September 30, 2014 to the Leave Credit Transfers for Family Medical Leave that was approved at 8/12/2014 meeting	



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:**

8/26/2014

## 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: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

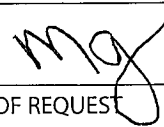
☐ NDC

☐ Sheriff

☐ Other

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: August 19, 2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Andi Day and Dean Farrell to the Pacific County Fair Board; and accept resignation of Lori Ashley	



**REQUESTED MEETING DATE:**

8/12/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☒ DEFERRED TO: 8/26/2014

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

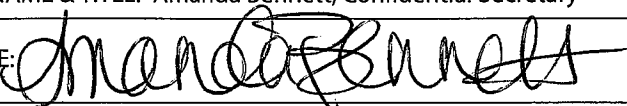
☐ OTHER: \_\_\_\_\_

### 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: 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 and rescind Resolution 2013-013	

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:

<b>Individual Account</b>	Card imprinted with Elected Official's or Appointed Department Director's name; may be used <u>only</u> by that individual.
<b>Department Account</b>	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.



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:**

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>mg</i>	DATE: August 19, 2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt proclamation establishing September 2014 as Childhood Cancer Awareness Month	



# Pacific County COMMISSIONERS

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

## PROCLAMATION

**WHEREAS**, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

**WHEREAS**, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

**WHEREAS**, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

**WHEREAS**, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Seattle Children's Hospital, Mary Bridge Children's Hospital in Tacoma, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

**WHEREAS**, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

## CHILDHOOD CANCER AWARENESS MONTH

in Pacific County, and urge all citizens to join in this special observance for the month of September.

DATED this 26<sup>th</sup> day of August, 2014.

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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Steve Rogers, Chair

---

Frank Wolfe, Commissioner

---

Marie Guernsey  
Clerk of the Board

---

Lisa Ayers, Commissioner

**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:**

8/26/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 23

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:

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

## AGENDA ITEM REQUEST

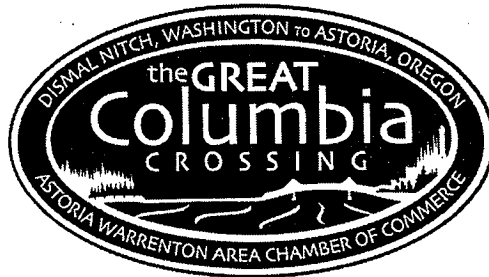
Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Public Hearing
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 8/18/2014
NARRATIVE OF REQUEST	
<p>10am Open public hearing Swear in those wishing to testify or provide comment</p> <p>Approval has been received from DCD, DPW, and PCSO. A Certificate of Liability Insurance has been received</p> <p>Close Public Hearing</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Assembly Permit from Astoria-Warrenton Chamber of Commerce for their 33rd Annual Great Columbia Crossing run/walk to be held October 12, 2014</p>	



ASTORIA  
WARRENTON  
*The Spirit of the Columbia*

Pacific County Commissioners  
PO Box 187  
South Bend, WA 98586



Pacific County Commissioners,

Enclosed is our application for Annual Assembly Permit for the 33<sup>rd</sup> Annual Great Columbia Crossing 10k run/walk scheduled for Sunday, October 12, 2014.

We will use the same route as the previous three years which offers increased safety for our participants. The route also eliminates the need to stop traffic on Highway 104 and the Astoria Megler Bridge prior to the race and during the first 20 minutes of the race.

Participants will leave the Dismal Nitch rest area in the eastbound lanes and maintain that lane until reaching the bridge. They will then enter the northbound lane of the bridge and maintain that lane until reaching Oregon.

The participants will not cross lanes of traffic on Highway 104 and at the bridge. Traffic on Highway 104 will be led by a pilot car just minutes before the race begins and both lanes resume normal traffic (on Highway 104 only) as soon as the last participant enters the bridge (about 30 minutes from the start of the race at 9:00 am).

We have a Certificate of Liability Insurance naming Pacific County for the event from Knutsen Insurance.

I want to extend our gratitude to all of the local law enforcement who worked to increase the security & safety of the event in 2013 and look forward to the support in 2014. It was clearly a team effort last year and a great experience.

If you have any questions or concerns, I am available at your convenience.

We want to thank you for all of your cooperation during the last 32 years to ensure the Great Columbia Crossing 10k run/walk remains a *great* event for our entire community!

Sincerely,

Alana Kujala  
Event Coordinator  
Astoria Warrenton Chamber of Commerce  
[alana@oldoregon.com](mailto:alana@oldoregon.com)

RECEIVED  
PACIFIC COUNTY

MAY 27 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

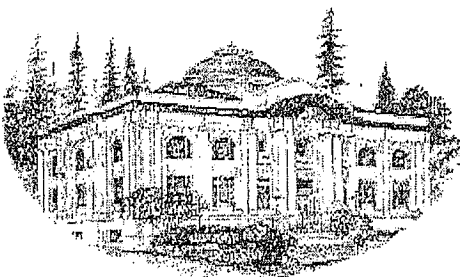
CHAMBER of COMMERCE

# Pacific County Department of Community Development

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

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

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



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

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

## Assembly Application Ordinance No. 35B

Fee: \$200.00 (non-refundable)

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

1. Organization/name of event Astoria Warrenton Chamber of Commerce  
Great Columbia Crossing 10 K
2. Location Address Dismal Nitch Rest Area  
Mailing Address PO Box 176 Astoria, OR 97103
3. Contact person/person in charge Alana Kujala Phone# 503-325-6311
4. Date(s) of event Oct. 12, 2014 Overnight camping? Yes ☒ X No
5. Water supply Containers supplied Sewage disposal United Site Services
6. Number of people attending 3,500 Number of toilet facilities 40 + 2 ADA  
Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees and 2 toilets handicap accessible.
7. Number of hand washing facilities 8
8. Method of solid waste disposal garbage cans. Staff + volunteer clean up
9. Number of food service facilities None
10. Certificate of Liability Insurance X Yes No

Filed Attached

Date

Applicant's signature

Alana Kujala

Date

9/13/14

Approved by

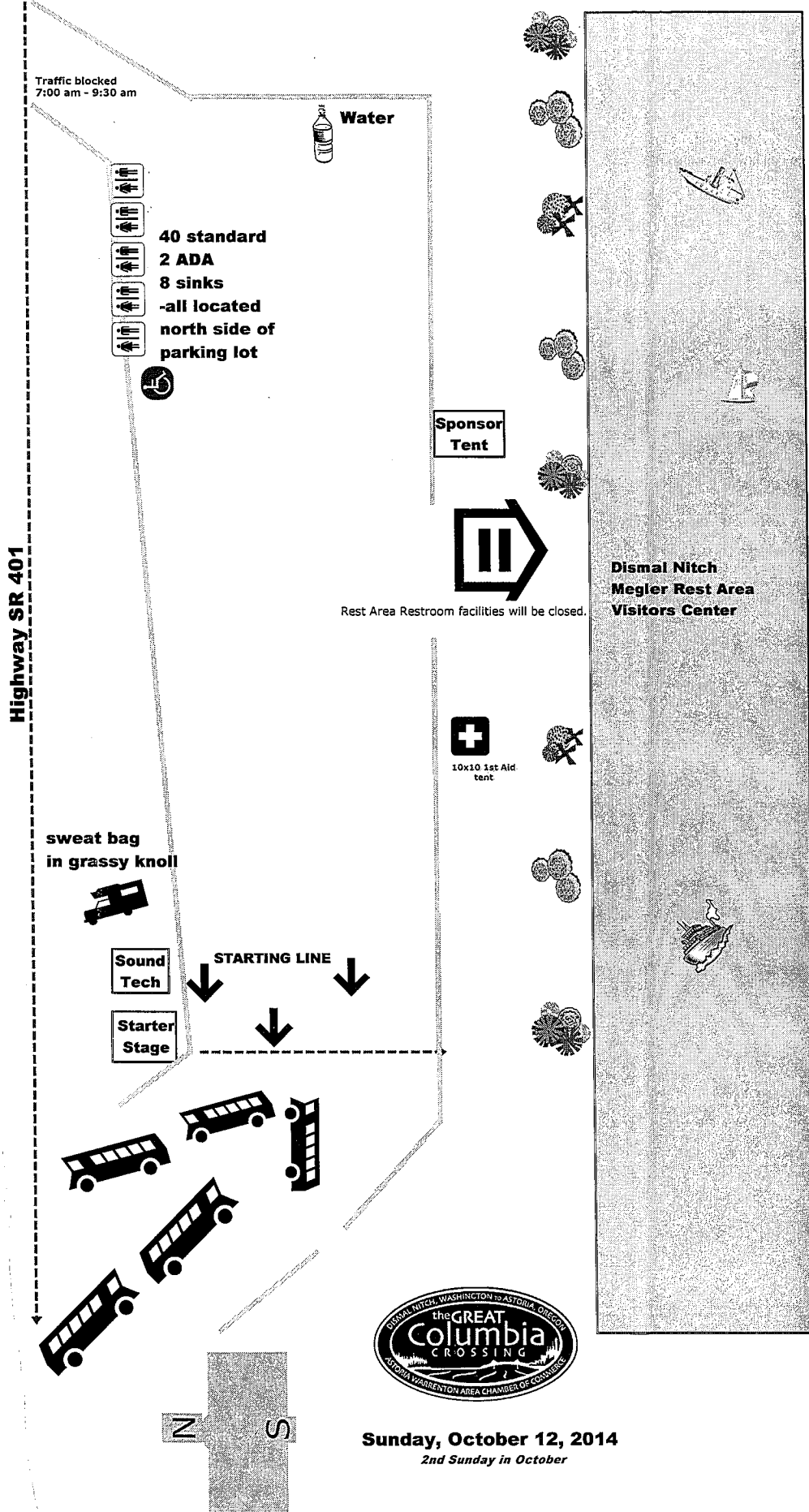
Date issued

Over for Request for Waiver form

04/30/08



# Volunteer Parking



# Great Columbia Crossing 10k: Security & Traffic

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## **PARTICIPANTS:**

- Participants will NOT be allowed to bring backpacks/bags on the bus
- Video surveillance of participants getting on the busses
  - Flood lighting will be provided by ODOT for visibility (and safety) while loading the busses
  - The majority of participants get on a shuttle at Basin Street in Astoria
  - About 300 participants ride a shuttle from the Port of Chinook in Chinook

## **START LINE (Dismal Nitch):**

- 2 WSP troopers will be stationed at the Start line (on foot)
- 2 DPSST Certified Security at the Start line 12 hours before the event
- 1 K-9 federal protection service patrol at the start line before & while participants are congregating at the Dismal Nitch Rest Area
- 1<sup>st</sup> Aid Booth: 1 paramedic with Medix & 1 Astoria Firefighter
  - Astoria Firefighter will bring AED + 1<sup>st</sup> aid kit

## **BRIDGE:**

- 3 Warrenton Firefighters located along the race route (on the bridge) at mile 2, 3 & 4
- 3 Seaside Motorcycle officers on the bridge (requested 4)
- WSP will provide 1 Trooper on foot at the base of the bridge + 1 Trooper in a car assisting with traffic control on SR 401 (8:30 am – 11:00 am)

## **FINISH LINE:**

- 2 DPSST Certified Overnight Security at the Finish line 12 hours before the event occurs
- Medix ambulance stationed at the ODOT command center
- 1<sup>st</sup> Aid Booth: 1 paramedic with Medix & 1 Astoria Firefighter
  - Astoria Firefighter will bring AED + 1<sup>st</sup> aid kit
- 2 DPSST Certified Security at the Start line 12 hours before the event
- 1 K-9 federal protection service patrol will sweep the finish line before participants arrive & continue service during the event

## **TRAFFIC (& additional law enforcement presence):**

- 2 Astoria Police Officers assisting with traffic control at Basin Street

# In the case of an emergency...

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If an emergency occurs before or during the event:

1. Call 911
  2. Staff and/or local law enforcement should notify the command center
    - Tell command center 911 has been called
    - Wait for direction from Skip regarding possible effect on the event
  3. Cancel, Delay or Evacuate the event:
    - Skip Hauke, Executive Director, makes the call regarding any changes to the event
    - Agency leaders at the Command Center can start a possible evacuation process (if necessary)
- Dismal Nitch: Staff will remain at Dismal Nitch until the event is complete. In the case of an evacuation from the bridge, Dismal Nitch will remain an evacuation zone where busses can return (possibly with a long delay).
    - Staff, water, restrooms & 1<sup>st</sup> responders will be at Dismal Nitch until 11 am
  - Astoria (Basin Street): If the finish line is evacuated, participants will be directed to Pier 1 – unless they are allowed to leave the area in their car.
  - Astoria High School: If the finish line & area are evacuated & participants are directed away from the scene – the Astoria High School parking lot will become an emergency evacuation site.