

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

**Tuesday, October 27, 2015  
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 for items not on the agenda** *(limited to three minutes per person)*

### **CONSENT ITEMS (A)**

- A) Approve regular meeting minutes of October 13, 2015

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, October 13, 2015**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Tim Crose, Community Development Asst. Director  
Scott Johnson, Sheriff  
Eric Weston, Deputy Prosecutor  
Katie Lindstrom, Health & Human Services Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

Mark Perez  
Gwen Brake

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

**PUBLIC COMMENT** - None

**CONSENT AGENDA**

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

**Approve regular meeting minutes of September 22, 2015**  
**Approve Rainbow Valley Landfill Claims Vouchers; authorize Chair to**  
**sign:**  
**Ashley Construction - \$472.42**  
**City of Raymond - \$235**  
**Royal Heights Transfer Station, Inc. - \$538.02**  
**PUD #2 - \$48.65**  
**Maneman Electric, Inc. - \$258.43**  
**SCS Engineers - \$4,107.68**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Steve Rogers, Chairman

ATTEST:

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Frank Wolfe, Commissioner

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Marie Guernsey  
Clerk of the Board

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Lisa Ayers, Commissioner

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

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

**Tuesday, October 27, 2015  
9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

- 10:30 AM Regular Community Development monthly workshop
- 12:30 PM Commr Rogers-Finance Committee Meeting  
(Commissioners' Meeting Room)

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

- 10:00 AM Adopt fy2016 budget
- 10:00 AM Adopt 6-Year (2016-2021) Transportation Improve. Program; 2016-2021 Parks & Recreation Cap Improve. Plan; & 2016-2021 Cap Improv. Plan for FCZ Dist #1 (Board of Supervisors)

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**Call to Order**

**Public Comment for items not listed on the agenda** *(limited to three minutes per person)*

**YEARS OF SERVICE AWARDS**

- 1) 5 Years - Sharon Block (Health)
- 20 Years - Pat Matlock (Sheriff)
- 25 Years - Tom Rutherford (Jail)

**CONSENT ITEMS (Items 2-7)**

**Department Of Public Works**

- 2) Approve Amendment Exhibit A to Communication Facility use Agreement with KGIO for use of the Megler Communication Site

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

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

**General Business**

- 3) Confirm Chair's signature on letter of support for Pacific County Supported Housing Collaborative grant
- 4) Approve the Annual Master Gardener's Certificates to be presented at the November 10, 2015 luncheon
- 5) Approve the 28<sup>th</sup> Annual Derald D. Robertson Safety Awards to be presented at the October 28, 2015 ceremony
- 6) Approve Vendor Claims:  
Warrants Numbered 129237 thru 129357 - \$249,269.70  
Warrants Numbered \_\_\_\_\_ thru \_\_\_\_\_ - \$\_\_\_\_\_
- 7) Approve regular meeting minutes of October 13, 2015

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 8) Consider approval of request to purchase of Mobile Data Computer

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 9) Consider approval of Waste 2 Resources Coordinated Prevention Grant Program Agreement #W2RCPG-1517-PaCCDD-00063 with Department of Ecology; authorize Director to sign

**ITEMS REGARDING ASSESSOR'S OFFICE**

- 10) Consider approval of request to purchase 2016 Ford Escape

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 11) Consider acceptance of resignation from Veterans Advisory Board alternate board member, John Bageant and board member, Don Corcoran

**ITEMS REGARDING GENERAL BUSINESS**

- 12) Consider approval of request to purchase Dell laptop/tablet

**EXECUTIVE SESSION**

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

*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.*

**PUBLIC HEARING – 10:00AM**

- 14) Consider adoption of the Fiscal Year 2016 budget
- 15) Consider adoption of the 6-Year (2016-2021) Transportation Improvement Program; 2016-2021 Parks & Recreation Capital Improvement Plan; & 2016-2021 Capital Improvement Plan for Flood Control Zone District #1 (Board of Supervisors)

Consider adoption of resolutions at the close of the hearings:

- Adopt Resolution 2015-\_\_ in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy
- Adopt Resolution 2015-\_\_ in the matter of county-related real and personal property tax levies for collection in 2016
- Adopt Resolution 2015-\_\_ in the matter of freezing new county employee hiring
- Adopt Resolution 2015-\_\_ in the matter of adopting the Fiscal Year 2016 Pacific County Budget, including the 2016-2021 Comprehensive Transportation Improvement and 2016 road construction programs, the 2016-2021 capital improvement plan for parks and recreation, and the 2016-2021 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2016 salaries for Pacific County's elected Officers and judges

*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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10/27/15 Boco mtg.  
OK per Alex

1

## ***Years of Service Report*** **October 2015**

<b>Total Years of Service</b>	<b>5</b>			
<i><b>Employee Name</b></i>	<i><b>Date of Hire</b></i>	<i><b>Calculation Date</b></i>	<i><b>ID Number</b></i>	
Sharon Block	4/1/2013	10/1/2010	BLOCS	

<b>Total Years of Service</b>	<b>20</b>			
<i><b>Employee Name</b></i>	<i><b>Date of Hire</b></i>	<i><b>Calculation Date</b></i>	<i><b>ID Number</b></i>	
Patrick Matlock	10/23/1995	10/1/1995	MATLP	

<b>Total Years of Service</b>	<b>25</b>			
<i><b>Employee Name</b></i>	<i><b>Date of Hire</b></i>	<i><b>Calculation Date</b></i>	<i><b>ID Number</b></i>	
Tom G. Rutherford, Jr.	10/1/1990	10/1/1990	RUTHT	

Monday, August 03, 2015

Page 1 of 1

10/5/15 C: Lisa - KB

CS



REQUESTED MEETING DATE:

10/27/2015

## 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 #: <u>2</u>		
Initial: _____ Date: _____				
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> Risk 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"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton - Assistant Telecommunication Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 10/21/2015
NARRATIVE OF REQUEST	
<p>For the Board's consideration is amended Exhibit A for KGIO's communication facility use agreement at the Megler communication site. Upon review of KGIO's request, we determined that this has no significant impact on our tower. The proposed equipment in Exhibit A represents an annual increase of \$2,137 from the previous Exhibit A.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Amendment Exhibit A to Communication Facility use Agreement with KGIO for use of the Megler Communication Site</p>	



Name of Contractor: <u>Centro Familiar Cristiano (KGIO)</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Communication Facility Use Agreement</u>	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input checked="" type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.): Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000) Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids) Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe): To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):   	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

**EXHIBIT A  
PACIFIC COUNTY, WASHINGTON  
(Megler)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	FM Transmitter 90.5 mHz	\$1500.00
2	1	FM Receiver	included above
3	1	Receive Antenna	included above
4	2	EAS Antenna (Non Tower Located)	\$150.00
5	1	Transmit Antenna, B Zone	\$599.00
6	1	½ rack space including power	\$400.00
7	1	13 Watt Translator	\$1,338.00
8	1	Translator Antenna (Non Tower Located)	\$200.00
TOTAL ANNUAL RATE			\$4,187.00

**Note: KGIO's current facility use agreement dated 6/09/2015, will remain in effect. This Exhibit A supersedes the Exhibit A dated 7/15/2015 and becomes the new annual rate basis for this agreement.**

EXHIBIT A AGREED TO:

KGIO INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY INITIALS \_\_\_\_\_ DATE \_\_\_\_\_



REQUESTED MEETING DATE:

10/27/15

## AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

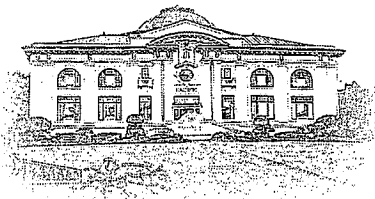
DATE: 10/5/15

#### NARRATIVE OF REQUEST

Requesting confirmation of Chair's signature on letter of support for a housing grant submitted on 10/19/15. This grant is to provide funds for long term rental assistance for up to 18 chronically homeless individuals and/or families. The program includes partnering with other social service agencies to provide intensive case management and other support services to better assure client's success remaining stably housed. The letter outlines personnel that we currently fund through various sources who will provide some services related to this grant. I included a portion of a case management position that is anticipated to be funded next year from the mental health sales tax. This hasn't been confirmed yet, but was included since it is likely to be recommended for funding.

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

Move to confirm Chair's signature on letter of support for Pacific County Supported Housing Collaborative grant.



# Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

October 16, 2015

Pacific County Public Health and Human Services Department

POB 26

South Bend, WA 98586

Dear Ms. Lindstrom,

If the Pacific County Permanent Supportive Housing Collaborative (PCPSHC) is awarded HUD McKinney funds, Pacific County commits to provide contributions from its Consolidated Homeless Grant, Local Document Recording Fees, and 1/10 of 1% mental health sales tax funds. It is estimated a total of approximately \$51,428 will be committed for the 12 month time period beginning March 1, 2016. Of this, \$12,636 (to support a .25 FTE case manager for PCPSHC participants) is direct program **match**, the remaining \$38,792 should be considered as **leverage** that supports the PCPSHC. This estimate was calculated as follows:

Funding Source	Personnel (Salary + Benefits)	Service to be Provided	Estimated Value per Year
Consolidated Homeless Grant	90% of .75 FTE Outreach Worker ( <b>Leverage</b> )	Targeted outreach in the community and at winter shelter and Initial screening and referral of PCPSHC potentially eligible, or eligible clients.	\$21,600 (\$23,400 X.90)
Document Recording Fees	25% Program Coordination (Katie Lindstrom) ( <b>Leverage</b> )	PCPSHC Contract Development & Oversight, and Coordination of Housing Committee who will provide PCPSHC program oversight and evaluation	\$3,000 (\$12,000 X.25)
	25% of .5 FTE Housing Infrastructure Specialist ( <b>Leverage</b> )	Assist with identifying available housing, and recruitment of landlords to participate by entering into rental leases for PCPSHC clients	\$8,136 (\$40,560 X.25)

	10% of Full Time Housing Advocate <b>(Leverage)</b>	Serving as staff for the County's Coordinated Point of Entry. Will provide initial screening and referral of potentially eligible, or eligible PCPSHC clients	\$4,056 (\$40,560 X.10)
	Peninsula Poverty Response <b>(Leverage)</b>	Funding to support Annual Project Homeless Connect Event that targets potentially eligible or eligible PCPSHC clients. Screening and Referral of clients.	\$2,000
1/10 of 1% sales tax for mental health	.25 FTE Case Manager <b>(MATCH)</b>	Provide case management services PCPSHC clients who are no longer eligible for intensive mental health case management services, but are in need of ongoing support	\$12,636 (\$50,544 X.25)

If you have any additional questions or need further information do not hesitate to contact Kathy Spoor, County Administrative Officer. We look forward to the implementation of this comprehensive program that will provide much needed services to our chronically homeless population.

Sincerely,

PACIFIC COUNTY  
BOARD OF COMMISSIONERS



Steve Rogers  
Chair



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

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

REQUESTED MEETING DATE:

10/27/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

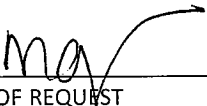
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/21/2015
<b>NARRATIVE OF REQUEST</b> Emeritus (10 years of service or 500 hours) Mary-Jean Grimes  New Certified Master Gardeners (completed training and did at least 60 hours of volunteer time) David Allsup, Anna Anderson, Hugh Barrett, Mike Karvia and Elena Righettini  Years of Service Awards Sharon Kulish-Bayles	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Approve WSU Master Gardener's awards to be presented at the November 10, 2015 luncheon	



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

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

REQUESTED MEETING DATE:  
10/27/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

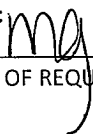
☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/21/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the 28th Annual Derald D. Robertson Safety Awards to be presented at the October 28, 2015 ceremony	

**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, October 27, 2015, 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

129237                      thru                      129357                      \$ 249,269.70

Warrants Dated:      October 16, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

*Rachel Patrick*  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

OCT 19 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, October 13, 2015**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:01AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Tim Crose, Community Development Asst. Director  
Scott Johnson, Sheriff  
Eric Weston, Deputy Prosecutor  
Katie Lindstrom, Health & Human Services Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

Mark Perez  
Gwen Brake

**PUBLIC COMMENT**

Mark Perez read a statement into the record regarding the Lodging Tax Advisory Committee recommendations for the fy2016 funding. The statement was provided to the Clerk for the record.

Gwen Brake read from a letter (not presented to the Clerk) regarding the 4<sup>th</sup> of July and requested a workshop with the Commissioners. Chairman Rogers indicated that a workshop can be set by contacting the Clerk of the Board.

Further discussion was held regarding the 4<sup>th</sup> of July in Long Beach and the Lodging Tax Advisory Committee recommendations.

**PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51**

**CONSENT AGENDA**

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

**Department of Public Works**

**Approve the hire of Randy Irwin, Traffic Control/Maintenance Technician-  
North County, Step 1, effective October 15, 2015; Jim Simpson, Road  
Maintenance Technician II-North County, Step 5, effective November 2,  
2015; Tracy Madson, Traffic Control/Maintenance Technician-South  
County, Step 1, effective October 14, 2015; and Clinton Baze, Road  
Maintenance Technician II-South County, Step 1, effective October 14, 2015**

**Department of Community Development**

**Approve Amendment #1 to Grant No.G1400525 with Department of Ecology  
pertaining to the Comprehensive Update to the Shoreline Master Program  
and authorize Chair to sign**

**Assessor's Office**

**Approve Amendment to Master Agreement with Manatron, Inc. No.  
WA2013.005 for additional T2 mobile users**

**Boards/Commissions**

**Approve reappointment of Timberland Regional Support Network Advisory  
Board members, Sigrine Vally and Doug Levitt**

**General Business**

**Approve official bond Verification Certificates for the following: Public  
Works Director/County Engineer Mike Collins, Commissioner Lisa Ayers,  
Sheriff Scott Johnson, Assessor Bruce Walker, South District Court Judge  
Doug Goelz, North District Court Judge Betsy Penoyar, Auditor/Registrar  
Joyce Kidd and Clerk of Superior Court Virginia Leach**

**Approve regular meeting minutes of September 22 and October 5, 2015**

**Approve Vendor Claims:**

**Warrants Numbered 128971 thru 129052 - \$213,838.08**

**Warrants Numbered 129053 thru 129129 - \$235,380.97**

**Approve September, 2015 payroll: total employees – 187  
total payroll - \$716,914.08**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve request to post/advertise for vacant South County Shop Supervisor, Grade 13**

**Adopt Resolution 2015-045 initiating County Road Project #1644, approve WA State Department of Transportation Local Agency Agreement pertaining to the Sandridge Road Resurfacing Project and authorize Chair to sign; approve Local Agency Federal Aid Project Prospectus and authorize Director to sign**

**Approve purchase from state bid network switches to serve as the core network in the Long Beach County Services Building from Right! Systems, Inc. in the amount of \$26,308.26, not including sales tax, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve Agreement #W2RCLCP-1517-PaCCDD-00017 with Department of Ecology for the Waste 2 Resources Community Litter Cleanup Program and authorize Director to sign**

Request for approval of the Department of Ecology Grant Agreement W2RCPG-1517-PaCCDD-00063 was **WITHDRAWN**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Service Contract for School Nurse Services with South Bend School District**

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

**Approve County Program Agreement #1563-48737 for Professional Services for parenting classes with Department of Social & Health Services and authorize Chair to sign**

**Approve of request to post and advertise (if necessary) for two Human Services Specialist positions** (Katie Lindstrom noted that they may only fill one position due to limited funding)

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Confirm Sheriff's signature on Memorandum of Understanding with Teen Advocacy Coalition for the permanent prescription drug drop box/surveillance camera** (in accordance with the MOU, after five years, the camera and drop box will become the property of the Sheriff's Office)

**Approve purchase a freezer from Smitty's Vending Inc. in the amount of \$3,231.61, including shipping and sales tax** *(Other bids received from Central Restaurant in the amount of \$5,574.56 and from Webstaurant Store in the amount of \$4,397.04; neither bid including sales tax or shipping)*

Consider approval of request for Jail air conditioning/ventilation improvement project-**DEFERRED**

**Confirm issuance of Request for Proposal for a Spillman Systems Administrator, award to Patty Marsden, and authorize negotiation of Contract to be presented for approval by the Board** *(no other proposals were received)*

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Approve appointment of Joe Basil to the Civil Service Commission, effective Immediately**

**Approve the appointment of Allie Friese and Princess Klus to the Human Services Advisory Board, effective immediately**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Grant #FY 16-900006-002 with the WA State Department of Archaeology and Historic Preservation and authorize Chair to sign**

**Adopt Resolution 2015-046 re-establishing the Equal Opportunity Policy and repealing Resolution 2010-003**

**Approve request to reconvene the 2015 Session of the Board of Equalization to hear property tax appeals**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**Accept letter of resignation from Public Records Coordinator, Sarah Bottoms, effective October 16, 2015, approve advertising and filling of vacant position and approve increase of 0.1 FTE for Kelli Buchanan and Amanda Bennett, effective October 19, 2015**

**Approve Vendor Claims:  
Warrants Numbered 129130 thru 129236 - \$355,692.90**

**EXECUTIVE SESSION at 9:40AM for ten minutes;** no decisions will be made RCW 42.30.110(1) (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.

**MEETING CLOSED – 9:36AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

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

ATTEST:

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

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

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**OTHER BUSINESS FOR FILING**

Email dated October 12, 2015 from Magen Michaud requesting funding in the amount of \$5,000 for the Grass Roots Garbage Gang for the 2016 4<sup>th</sup> of July fireworks.

Certificate of Liability Insurance for the East Oregonian Publishing Co. for July 31, 2015 through July 31, 2016.

Letter from Chuck Mikkola regarding conversion of 217<sup>th</sup> Lane & O Lane from private to public Right-of-Way received September 18, 2014 filed this date.

Email to Beth Sloane regarding Special Occasion Liquor License Correction for the Ocean Beach Education Foundation dinner and auction to be held September 26, 2015.

Letter from the City of Raymond Public Works Department Director, M. Dean Parsons, withdrawing their project for the water treatment plan from the 2014 WA-Cert project list.

WA Counties Insurance Fund Master Application for 2016 coverage.

Notice of Liquor License Application from Columbia River Roadhouse and The Metro Espresso Café/Gallettis Spaghetti received from the WA State Liquor and Cannabis Board.

Notice of Special Occasion Liquor License for Ocean Beach Education Foundation, Peninsula Saddle Club, Appelo Archives Center, and the Willapa Grays Harbor Oyster Growers Assoc. received from the WA State Liquor and Cannabis Board.

Notice of Marijuana License Application from Coastal Growers, Pea Patch, and Ever Green Flora received from the WA State Liquor and Cannabis Board.



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

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

REQUESTED MEETING DATE:

10-27-2015

### AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 8

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt.

☐ Legal Required

☐ OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ OCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Works

DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor

PHONE / EXT: 2271

SIGNATURE: \_\_\_\_\_

*Andy B. Seaman*

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

10-8-15

NARRATIVE OF REQUEST


Purchase an additional MDC and dock from the Mobile Data Computer Replacement fund to use for failed systems. This computer will currently be deployed to Chief Spoor in the City of Raymond until January when the City will be leasing new systems. The city will lease until the MDC replacement fund is "built up." Funds are available at this time, although this purchase was not specified in the 2015 budget.

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

Approve purchase of Mobile Data Computer from Datec off of state bid in the amount of \$4,498.88 including sales tax and shipping; subject to adequate budget appropriations





		<b>Quote Prepared For:</b>  <b>Pacific County</b> <b>Andy Seaman</b> <a href="mailto:aseaman@co.pacific.wa.us">aseaman@co.pacific.wa.us</a> <b>360-875-9368</b>
<b>Contact:</b> Bob Stein <b>364 Upland Drive, Seattle, WA 98188</b> <b>206/909-5272 cell: 206/575-1470 Office</b> <b>Fed TAX ID 91-0930538</b> <b>Email Po To: bstein@datecinc.net</b> <b>Fax PO To: 206-575-1475</b>		
<b>Quote:</b> 150421903 <b>Date:</b> 04/21/15 <b>Terms:</b> Net 30 Days <b>Valid:</b> 30 Days		

Part Number	Description	Qty	Unit Price	Ext. Price
	Panasonic CF-54 Laptop			
0320-17	Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 14.0" FHD, Gloved Multi Touch, 500GB(7200rpm), 4GB, Intel WiFi n/b/g/n/ac, TPM, Bluetooth, Fingerprint, Emissive Backlit Keyboard, DVD Multi-drive, Webcam, Toughbook Preferred	3	\$2,499.86	\$ 7,499.58
Options				
SSD UG	256 Gb SSD supplied and installed and laptop re-imaged	3	\$295.00	\$ 885.00
GJ MDS	Gamber Johnson Mobile Docking Station - full port replication with power - no RF	3	\$795.00	\$ 2,385.00
RAM UG	4GB RAM Upgrade - Supplied - installed - tested (8 GB System Total)	3	\$135.00	\$ 405.00
MS Ship	Freight / Handling / Shipper	3	15.00	\$ 45.00
			Sub Total	\$11,219.58
			7.8% Sales Tax	\$ 875.13
			<b>Total</b>	<b>\$12,094.71</b>
	Special Pricing: Washington State DIS Contract # T11-MST-548			

+ 21MOPS  
+ MOUNT

4111.86  
4173.36

**Contacts**

**Bob Stein**  
**364 Upland Drive, Seattle, WA 98188**  
 206/909-5272 cell: 206/575-1470 Office  
**Fed TAX ID 91-0930538**

**Email Po To:** [bstein@datecinc.net](mailto:bstein@datecinc.net)

**Fax PO To:** 206-575-1475

**Quote #**

**150929901**

**Date**

**09/29/15**

**Terms**

**Net 30 Days**

**Validity**

**30 Days**

**Quote Prepared For:**

**Pacific County**  
**Andy Seaman**  
[aseaman@co.pacific.wa.us](mailto:aseaman@co.pacific.wa.us)  
**360-875-9368**

Part Number	Description	Qty	Unit Price	Ext. Price
Gambor Johnson Mounting Hardware				
7160-0775	Low Profile (short) Clevis	3	\$61.50	\$ 184.50
MS Ship	Freight / Handling / Shipping	1	25.00	\$ 25.00
Sub Total				\$209.50
7.8% Sales Tax				\$ 16.34
Total				\$225.84



**Contact:** Bob Stein  
 364 Upland Drive, Seattle, WA 98188  
 206/909-5272 cell: 206/575-1470 Office  
 Fed TAX ID 91-0930538  
 Email Po To: [bstein@datecinc.net](mailto:bstein@datecinc.net)  
 Fax PO To: 206-575-1475

**Quote:** 150421904  
**Date:** 04/21/15  
**Terms:** Net 30 Days  
**Validity:** 30 Days

#### Quote Prepared For:

Pacific County  
 Andy Seaman  
[aseaman@co.pacific.wa.us](mailto:aseaman@co.pacific.wa.us)  
 360-875-9368

Part Number	Description	Qty	Unit Price	Ext. Price
12VDC Power	Lead 120 Watt 12-32 Volt Input Car Adapter for CF-54	3	\$129.00	\$ 387.00
MIS Ship	Freight / Handling / Shipping	3	5.00	\$ 15.00
Sub Total				\$402.00
7.38% Sales Tax				\$ 31.36
Total				\$433.36
Special Pricing: Washington State DIS Contract # T11-MST-548				



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:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: ~~XXXXX~~ 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

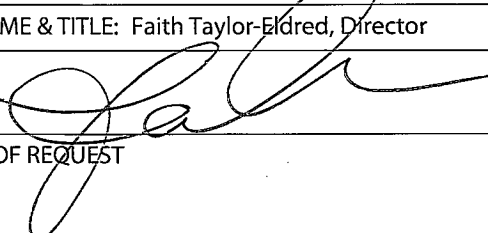
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: Oct 11/15
NARRATIVE OF REQUEST	
<p>The Department requests authorization to sign Department of Ecology grant agreement W2RCPG-1517-PaCCDD-00063. This grant will be used to fund the Solid Waste Code Enforcement activities until June 2017.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: <u>Department of Ecology</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>2015-17 CPG Pacific Co SWE</u>	
Contract/Agreement/Grant/Amendment #: <u>W2RCPG-1517-PaCCDD-00063</u>	
Indicate type: <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): <u>119,628.00</u> TOTAL TAX: _____	
TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: <u>116</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DESCRIBE MATCH: _____	
MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No AMOUNT OF MATCHING FUNDS: <u>\$18,234.75</u>	



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

## **Agreement W2RCPG-1517-PaCCDD-00063**

### **WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT**

**BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**PACIFIC COUNTY**

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and PACIFIC COUNTY, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

### **GENERAL INFORMATION**

Project Title:	2015-17 CPG PACIFIC CO SWE
Total Cost:	\$119,628.00
Total Eligible Cost:	\$72,939.00
Ecology Share:	\$54,704.25
Recipient Share:	\$18,234.75
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	Solid Waste Enforcement

#### Project Short Description:

Pacific County will spend \$77,939 to monitor seven (7) solid waste handling facilities and sites for compliance with rules and regulations; will investigate and resolve 272 solid waste complaints; and will attempt to prevent violations in the first place through education and outreach over the two year grant period.

#### Project Long Description:

N/A

#### Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

## RECIPIENT INFORMATION

Organization Name: PACIFIC COUNTY

Federal Tax ID: 91-6001356

DUNS Number: 084604016

Mailing Address: PO Box 68  
South Bend, WA, 98586

Physical Address: PO Box 68  
South Bend, Washington, 98586

Organization Email: ftaylor@co.pacific.wa.us

## Contacts

<b>Project Manager</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Billing Contact</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Authorized Signatory</b>	Faith Taylor-Eldred Director  PO Box 68 1216 W Robert Bush Drive South Bend, Washington, 98586 Email: ftaylor@co.pacific.wa.us Phone: (360) 875-9356

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Waste 2 Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
300 Desmond Drive  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612
<b>Financial Manager</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612
<b>Technical Advisor</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612



RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**PACIFIC COUNTY**

---

Program Manager

Date

---

Faith Taylor-Eldred

Date

Director

Waste 2 Resources

## SCOPE OF WORK

Task Number: 1 Task Cost: \$72,939.00

Task Title: SOLID WASTE ENFORCEMENT

### Task Description:

#### SOLID WASTE HANDLING FACILITY AND SITE COMPLIANCE:

RECIPIENT shall monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC, Solid Waste Handling Standards, Chapter 173-351 WAC, Criteria for Municipal Solid Waste Landfills, Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling, and any related local solid waste regulations, or codes. RECIPIENT shall accomplish monitoring of solid waste handling facilities and sites as prescribed by the applicable solid waste regulation(s), including but not limited to permitting inspections and oversight, review of groundwater data, and annual review of financial assurance.

New solid waste permit applications and notices of exemption considered during the grant period for facilities not listed in this task may be managed under this agreement. There are FIVE (5) solid waste facilities or sites currently identified in Pacific County with an active solid waste permit: Jessie's Ilwaco Fish Complanly (land application), Dungeness Development (land application), Long Beach Transfer Station, Royal Heights Transfer Station, Pacific County Moderate Risk Waste Facility. Permit renewals for the following facilities shall be issued per Chapter 173.350.710 (3) WAC and Chapter 70.95.190 RCW. There is currently ONE (1) solid waste facilities or sites identified in Pacific County in post closure status: Rainbow Valley Landfill (closed under 304). RECIPIENT may inspect and monitor sites that are in "exempt" status. Effort must be made to work with additional qualifying sites to establish them as notified and reporting "exempt" sites. There is ONE (1) solid waste facilities or sites currently identified in Pacific County in exempt status: Ron's Recycling.

#### SOLID WASTE INVESTIGATION, ASSISTANCE AND ENFORCEMENT:

RECIPIENT shall investigate solid waste related complaints or concerns, including, at RECIPIENT'S discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT shall offer technical assistance about solid waste regulations and how to prevent violations, and shall enforce as necessary. RECIPIENT shall provide public education about proper handling and disposal methods, and how to prevent violations.

#### EXPECTED COSTS INCURRED:

RECIPIENT expects to incur the following costs: staff time for investigating solid waste related complaints or concerns, and follow up including enforcement; providing technical assistance and education for proper handling and disposal of solid waste; for researching emerging solid waste issues; for attendance at work-related trainings and participation in solid waste organizations. Costs related to purchases can include communication, vehicle use, office supplies (to the extent not covered in the overhead), and tools and supplies and education/outreach material (with ECOLOGY prior approval).

The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

### Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing violations in the first place. This is accomplished by providing technical assistance and education, by monitoring for compliance with state and local solid waste regulations, and by enforcing upon those in non-compliance when necessary.

Task Expected Outcome:

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility or site. RECIPIENT will track oversight of solid waste facilities/sites and include the information in quarterly progress reports and will submit copies of inspection reports to ECOLOGY for inspections conducted in the quarter. RECIPIENT will file all issued permits as prescribed herein.

RECIPIENT expects to investigate and resolve 272 solid waste complaints or concerns, and expects to assist in the proper handling of junk or nuisance vehicles. RECIPIENT will track the number investigations and resolutions (including enforcement actions), numbers of general assistance provided, and will report this information quarterly. If grant funds are used for laboratory services, RECIPIENT will note the sites and briefly describe the analytical results in the corresponding quarterly progress report.

Recipient Task Coordinator: Megan McNelly

**SOLID WASTE ENFORCEMENT**

**Deliverables**

Number	Description	Due Date
1.1	RECIPIENT must file all issued permits with the appropriate regional Waste 2 Resources Section Manager within seven (7) days following issuance in accordance with WAC 173-350-710 (2) (c).	
1.2	RECIPIENT shall meet the terms of the applicable regulations for the following activities: Permit issuance, WAC 173-350-710 (2); Permit renewals, WAC 173-350-710 (3) and Chapter 70.95.190 RCW; Permit modifications, WAC 173-350-710 (4).	
1.3	RECIPIENT shall meet the terms of the applicable regulations for the following activities: Inspections, WAC 173-350-710 (5); Permit suspension and appeals, WAC 173-350-710 (6); Variance, WAC 173-350-710 (7); Permit deferral, WAC 173-350-710 (8).	
1.4	RECIPIENT may review annually the compliance status of any solid waste handling facility operating under a permit deferral approved in accordance with WAC 173-350-710 (8).	
1.5	RECIPIENT may contact Ecology staff for technical advice when a facility is found to be out of compliance to determine appropriate corrective actions, and shall report corrective or enforcement actions on the standard grant reporting forms for the quarter in which the activity occurred.	
1.6	RECIPIENT must develop and submit a prospective annual inspection schedule to ECOLOGY.	12/01/2015

Agreement No: W2RCPG-1517-PaCCDD-00063  
Project Title: 2015-17 CPG PACIFIC CO SWE  
Recipient Name: PACIFIC COUNTY

## BUDGET

### Funding Distribution EG160067

Funding Title: Pacific Co SWE  
Funding Type: Grant Funding Expiration Date: 06/30/2017  
Funding Effective Date: 07/10/2015  
Funding Source:

Title: State Building Construction Account (SBCA)  
Type: State  
CFDA:  
Assistance Agreement:  
Description:

Recipient Match %: 25  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Pacific Co SWE	Task Total
SOLID WASTE ENFORCEMENT	\$ 72,939.00

Total: \$ 72,939.00

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Pacific Co SWE	25.00 %	\$ 18,234.75	\$ 54,704.25	\$ 72,939.00
<b>Total</b>		<b>\$ 18,234.75</b>	<b>\$ 54,704.25</b>	<b>\$ 72,939.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or

contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:**

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's



decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

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

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



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

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

REQUESTED MEETING DATE:

10/27/2015

## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: 10
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
		<input type="checkbox"/> NDC
		<input type="checkbox"/> PACCOM
		<input type="checkbox"/> Prosecutor
		<input type="checkbox"/> SDC
		<input type="checkbox"/> Sheriff
		<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Veg Mgmt
		<input type="checkbox"/> WSU Ext.
		<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ASSESSOR'S OFFICE	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR	PHONE / EXT: 2208
SIGNATURE: <i>Bruce Walker</i>	DATE: 10/22/2015
NARRATIVE OF REQUEST	
REQUEST TO TRANSFER FUNDS FROM ASSESSOR TO ER&R FOR PURCHASE OF VEHICLE; 2016 FORD ESCAPE FOR \$24,397.82	
There will be a contribution from the Assessor's Office for this purchase vehicle within ER&R and is included in fy2015 budget	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve purchase of 2016 Ford Escape from state bid in the amount of \$24,397.82 including sales tax, subject to adequate budget appropriations	



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

10/27/2015

## AGENDA REQUEST FORM

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

☐ Risk Mgmt

☐ Legal Required

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

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 9/30/2015

NARRATIVE OF REQUEST

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

Accept resignation from alternate Veterans Advisory Board member John Bageant  
and Board member Don Corcoran





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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

10/27/15

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant

PHONE / EXT:

SIGNATURE:

*Kelli D. Buchanan*

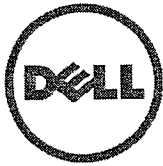
DATE: 10/20/15

### NARRATIVE OF REQUEST

Request to purchase a Dell Inspiron 15 2-in-1 laptop/tablet for Commissioner Rogers. I have attached the quote that Andy Seaman provided. There are sufficient funds in the Commissioners' operating budget to absorb the cost of this purchase.

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

Approve purchase of Dell inspiron 15 2-in-1 laptop/tablet from state bid, in the amount of \$1,102.72 including sales tax, subject to adequate budget appropriations

**QUOTATION**

Quote #: 717006520  
 Customer #: 144123526  
 Contract #:  
 Customer Agreement #:  
 Quote Date: 10/13/2015  
 Customer Name: COUNTY OF PACIFIC

Date: 10/13/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

SALES REP: DARRELL QUALLS      PHONE: 1800 - 4563355  
 Email Address: [Darrell.Qualls@Dell.com](mailto:Darrell.Qualls@Dell.com)      Phone Ext: 4167872

**GROUP: 1    QUANTITY: 1    SYSTEM PRICE: \$1,021.99    GROUP TOTAL: \$1,021.99**

Description	Quantity
Inspiron 15, 7568 (210-AETT)	1
8GB Single Channel DDR3L 1600MHz (8GBx1) (370-AAUR)	1
Backlit Keyboard, English (580-ADXH)	1
Intel HD Graphics (490-BBRM)	1
Intel Wireless-AC 3165 driver (658-BCTE)	1
256GB Solid State Hard Drive (400-AGYS)	1
Windows 10 Home (64bit) English (619-AHCY)	1
Intel(R) 3165 1x1 802.11ac Wi-Fi Wireless LAN and Bluetooth (555-BCJN)	1
Power Cord, US/CAN (450-ABLO)	1
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	1
Dell Limited Hardware Warranty Initial Year (801-2700)	1
Mail In Service after Remote Diagnosis, 1 Year (801-2733)	1
6th Generation Intel(R) Core i7-6500U Processor (4M Cache, up to 3.10 GHz) (338-BINV)	1
15.6 inch LED Backlit Touch Display with Truelife and UHD resolution (3840 x 2160) (391-BCLE)	1
43 WHr, 3-Cell Battery (integrated) (451-BBPG)	1
LCD UHD Back Cover (320-BBTG)	1
45 Watt AC Adaptor (450-AEHK)	1
Dell.com Order (332-1530)	1
Dell.com Order (332-1530)	1
Palmrest label for Windows, English (389-BHSY)	1
Additional Software (658-BCUN)	1
Intel(R) Core(TM) i7 CPU Label for Ultrabook (389-BHLE)	1
Shipping Material (328-BCDN)	1
Direct Ship Info (340-ABSE)	1
ODM Info (640-BBJB)	1
Energy Star Compliant (340-AAPZ)	1
US Order (332-1286)	1
US Order (332-1286)	1
Additional Software (For Windows) (631-AAQL)	1

	1
Placemat (English, French, Spanish, Italian) (340-AQGN)	1
No Option Included (340-ACQQ)	1
BTO Standard Shipment (M) (800-BBGS)	1
Fixed Hardware Configuration (998-BQOI)	1
PALMREST LABEL ENG WIN (257-BBCO)	1
MicrosoMicrosoft(R) Office trial (658-BCSB)	1
McAfee LiveSafe Consumer 12 Month Subscription (525-0033)	1
McAfee(R) 30day Trial (658-BCCO)	1
(*)	1

**COMMENT**

-DISCOUNT/COUPON APPL
-----------------------

<b>*Total Purchase Price:</b>	<b>\$1,102.72</b>
<b>Product Subtotal:</b>	<b>\$1,021.99</b>
<b>Tax:</b>	<b>\$80.73</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>State Environmental Fee:</b>	<b>\$0.00</b>
<b>Shipping Method:</b>	<b>LTL 5 DAY OR LESS</b>
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

**Terms of Sale**

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale ([www.dell.com/CTS](http://www.dell.com/CTS)), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are

**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.



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98586 Phone 360/875.9337 \* Fax 360/875.9335

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
10/27/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

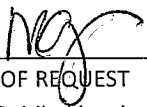
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/21/2015
<b>NARRATIVE OF REQUEST</b> Open the Public Hearing - Consider adoption of the FY2016 budget Swear in those wishing to testify; Comments Close Public Hearing  Open the Public Hearing - Consider adoption of the 6-Year (2016-2021) Transportation Improvement Program; 2016-2021 Parks & Recreation Capital Improvement Plan; & 2016-2021 Capital Improvement Plan for Flood Control Zone District #1 (Board of Supervisors) Swear in those wishing to testify; Comments Close Public Hearing	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> See the following page for Resolutions to be adopted following the close of the public hearings	

Resolutions to be adopted after the close of the hearings:

- Adopt Resolution 2015-\_\_ in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy
- Adopt Resolution 2015-\_\_ in the matter of county-related real and personal property tax levies for collection in 2016
- Adopt Resolution 2015-\_\_ in the matter of freezing new county employee hiring
- Adopt Resolution 2015-\_\_ in the matter of adopting the fy2016 Pacific County Budget, including the 2016-2021 Comprehensive Transportation Improvement and 2016 road construction programs, the 2016-2021 capital improvement plan for parks and recreation, and the 2016-2021 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2016 salaries for Pacific County's elected Officers and judges

*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.*