

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

**Tuesday, November 24, 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)*

No action items

CLOSE MEETING

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

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

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

**Tuesday, November 24, 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

1:00 PM Commissioner Rogers-Election Canvassing *(Auditor's Office)*

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

10:00 AM Certification of levies

Call to Order

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

CONSENT ITEMS (Items 1-4)

Department Of Health and Human Services

- 1) Approve Amendment #1 of the Agreement #1563-42487 with DSHS-
Division of Behavioral Health & Recovery for substance prevention
- 2) Approve Amendment #3 of Contract #DFC EUDL2013LBDP with the Long
Beach Police Department for prevention consultant services

General Business

- 3) Approve Vendor Claims:
Warrants Numbered 129677 thru 129776 - \$125,362.31
- 4) Approve Amendment #1 of Intergovernmental Agreement with the Health
Department for Housing Services
- 5) Approve Special Employment Agreements:
Amendment #1: Faith Taylor-Eldred, Mary Goelz, Tim Crose, Sharon
Block, Katie Lindstrom, Tom Gradt, and Joe Camenzind
Amendment #2: Kathy Spoor and Mike Collins

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ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 6) Consider approval of request to purchase three vehicles from State Bid
- 7) Consider approval of request to purchase backhoe and dump truck from State Bid
- 8) Consider approval of Communication Facility Use Agreement with Grays Harbor College
- 9) Acknowledge resignation of Bush Pioneer Park Host, Herb Frank and consider approval of request to advertise for vacant position

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1

- 10) Consider approval and recording of Perpetual Non-Exclusive Stormwater Easement from Barbara B. Bloom for the 55th to 67th Street-Tarlett Improvement Project

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 11) Consider approval of Professional Services Contract with Stericycle Environmental Solutions

ITEMS REGARDING SHERIFF'S OFFICE

- 12) Consider approval of request to purchase Sharp MX M264N from Aberdeen Office Equipment

ITEMS REGARDING NORTH DISTRICT COURT

- 13) Consider approval of Lease Agreement with Xerox for copy machine

ITEMS REGARDING SUPERIOR COURT

- 14) Consider approval of request to purchase a Dell OptiPlex computer workstation

ITEMS REGARDING PROSECUTOR'S OFFICE

- 15) Consider approval of request for office credit card

ITEMS REGARDING GENERAL BUSINESS

- 16) Consider to approval of Interlocal Agreement with Fire District #8 for repayment of their portion for purchasing dispatch radio equipment

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 18) Certification of Levies to County Assessor

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

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



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

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

REQUESTED MEETING DATE:

11/24/2015


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 #: <u>1</u>		
<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		
DISTRIBUTION LIST:				
<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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 11/17/2015
NARRATIVE OF REQUEST Requesting approval and signature of amendment #1 to agreement #1563-42487 with DSHS- Division of Behavioral Health & Recovery for substance use prevention services. The contract is increased by \$46,768 over the next two years (ending June 2017). These funds represent the Pacific County share of the recreational marijuana taxes and are meant to provide increase substance use prevention services. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 of the Agreement #1563-42487 with DSHS-Division of Behavioral Health & Recovery for substance prevention; authorize Chair to sign	

 Washington State Department of Social & Health Services <i>Transforming lives</i>		COUNTY PROGRAM AGREEMENT AMENDMENT Prevention Services		DSHS Agreement Number 1563-42487 Amendment No. 01
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Behavioral Health and Service Integration		DSHS DIVISION Division of Behavioral Health and Recovery		DSHS INDEX NUMBER 1231 CCS CONTRACT CODE 1231
DSHS CONTACT NAME AND TITLE Ray Horodowicz		DSHS CONTACT ADDRESS PO Box 45330 Olympia, WA 985045330		
DSHS CONTACT TELEPHONE (360)725-1528		DSHS CONTACT FAX (360)725-2280		DSHS CONTACT E-MAIL horodr@dshs.wa.gov
COUNTY NAME Pacific County		COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Katie Oien-Lindstrom		
COUNTY CONTACT TELEPHONE (360) 875-9343		COUNTY CONTACT FAX (360) 875-9323		COUNTY CONTACT E-MAIL koien@co.pacific.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS
AMENDMENT START DATE 10/15/2015		PROGRAM AGREEMENT END DATE 06/30/2017		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$132,516.00		AMOUNT OF INCREASE OR DECREASE \$46,768.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$179,284.00
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO				
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):				
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE BHSIA Contracts		DATE SIGNED

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. Amend the maximum contract consideration to add \$46,768, therefore increasing the maximum consideration from \$132,516 to \$179,284. The Awards and Revenues (A&R) is attached as Exhibit B.
2. Section 1. Definitions is deleted and replaced in its entirety with the following:
 - a. "Awards and Revenues" or "A&R" details the Contractor's Awards and Revenues attached as Exhibit B.
 - b. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.
 - c. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.
 - d. "BHSIA" means Behavioral Health and Service Integration Administration.
 - e. "Boilerplate Language" means the standard Contract language, including General and Special terms, which will be common to all subcontracts issued by the County for provision of the services required by this Contract.
 - f. "Calibration Scoring" means scoring between Observer 3, Observer 2, and Observer 1 to prevent scorer drift from the standards and methods established in the Washington Codebook. Calibration Scoring happens on a frequency of approximately ten percent (10%) of entries in the CCB or semiannually to ensure reliability.
 - g. "CCB" means the Community Check Box, an on-line documentation support system.
 - h. "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.
 - i. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County and approved by DSHS.
 - j. "Contract Coordinator" means the person designated to carry out administrative and oversight responsibilities of the prevention programs.
 - k. "Contract Manager" means the DSHS contact identified on page 1 of this Contract.
 - l. "Data" means information that is disclosed or exchanged as described by this Contract.
 - m. "DEA" means United States Drug Enforcement Agency.
 - n. "Dedicated Marijuana Account" or "DMA" means revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature in 2E2SHB 2136.
 - o. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
 - p. "DSHS Contact" means the DSHS Contact staff identified on page 1 of this Contract.
 - q. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS

numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

- r. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.
- s. "EPA" means Environmental Protection Agency.
- t. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS, located at:
<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>
- u. "Media materials and publications" means:
 - (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
 - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
 - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the County's contacts with reporters.
 - (4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.
 - (5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- v. "Monitoring and Participatory Evaluation" or "M&E" means data collection and evaluation process for coalitions to measure community impact of coalition activity.
- w. "Observer 1" means the Primary Scorer(s), the Coalition Coordinator(s) and Coalition Member(s).
- x. "Observer 2" means the Reliability scorer at DSHS.
- y. "Observer 3" means the Calibration scorer at Work Group for Community Health and Development at the University of Kansas (KU Work Group).
- z. "Partnerships for Success" also known as Partnerships for Success 2013 or PFS means the Federal grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.243.
- aa. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- bb. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- cc. "Prevention System Manager" (PSM) means the designee assigned to manage day to day responsibilities associated with this Contract.

dd. "Reliability Scoring" means scoring between Observer 2 and Observer 1 to ensure the standardizing of methods, times, and other aspects of the observation to be accurate and consistent, and therefore more useful to an overall evaluation. Reliability scoring happens on a monthly frequency with DSHS to ensure reliability and consistency of entries with the Washington Codebook.

ee. "Substance Abuse Block Grant" or "SABG" means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

3. Section 4. Performance Work Statement a.(1) is deleted and replaced in its entirety with the following:

- (1) Provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website
(http://www.theathenaforum.org/cpwi_community_coalition_guide_updated_august_2015) which outlines the minimal standards to participate in the CPWI. County shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing with the Dedicated Marijuana Account.

4. Amend Section 4. Performance Work Statement a. to add the following:

- (9) Dedicated Marijuana Account (DMA) shall be used for program and strategy training and implementation.
- (a) All programs planned and implemented with DMA shall be programs selected from the DBHR provided youth marijuana use prevention and reduction program list.
- i. No less than eighty-five percent (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
- ii. Up to fifteen percent (15%) of DMA funds may expended on Promising programs on the identified program list.
- (10) County shall submit a DMA Program Enhancement Packet to the Contract Manager within thirty (30) days of this executed contract amendment.
- Required DMA Packet information includes updated Action Plan, Logic Model and Budget Template that denotes additional program(s) planned or plans for additional program(s) services of the programs on the list provided.
- (11) County is encouraged to collaborate and partner with community-based organizations (CBOs) that operate within or serves the CPWI community.
- (12) Meals may be provided for participants using DMA funds only if:
- (a) The training is four (4) hours or more in duration; or
- (b) The program is recurring, direct service family domain program, and must be approved in strategic plan.

5. Section 7. Consideration a.(2) is deleted and replaced in its entirety with the following:

- (2) Funding for earned incentives will be provided by DSHS every six (6) months through a contract amendment.

6. Section 7. Consideration a.(4) is deleted and replaced in its entirety with the following:

(4) The County shall use no more than eight percent (8%) of the PFS funds for administrative costs.

(a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

(b) Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.dshs.wa.gov/sites/default/files/BHSA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.

(c) No SABG funds allocated in this contract shall be used for administrative costs.

7. Amend Section 7. Consideration a. to add the following:

(5) County shall use no more than eight percent (8%) of the Dedicated Marijuana Account allocation for administrative costs.

(a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

(b) Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.dshs.wa.gov/sites/default/files/BHSA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.

8. Section 7. Consideration e. is deleted and replaced in its entirety with the following:

e. The source of funds in this contract is the Substance Abuse Block Grant (SABG) CFDA 93.959, the Washington State Dedicated Marijuana Account (DMA), and the Partnerships for Success (PFS) Grant CFDA 93.243 (Year 2 is September 30, 2014 to September 29, 2015, Year 3 is September 30, 2015 to September 29, 2016, Year 4 is September 30, 2106 to September 29, 2017). PFS and DMA funds are not carried forward from year to year.

9. Amend Section 9. Miscellaneous Items a. is deleted and replaced in its entirety with the following:

a. Complete the Contractor Self-Assessment Monitoring Tool and submit to Contract Manager or designee.

10. Amend the Contract by adding Section 19. Applicable Exhibits.

19. Applicable Exhibits.

The following table lists the included exhibits in the Contract and the Counties or Contractors to which they apply.

Exhibit	Title of Exhibit	Applicable to the Following Counties/Contractors
Exhibit A	Data Security Requirements	All Counties/Contractors
Exhibit B	Awards and Revenue (A&R)	All Counties/Contractors
Exhibit C	PFS Community Monitoring and Participatory Evaluation Pilot Project	Asotin County, Cowlitz County, San Juan County, Okanogan County Community Coalition, Skamania County Sheriff's Office, and Monroe School District
Exhibit D	PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back	King County and Tekoa School District

Exhibit E	PFS Secure Medicine Take-back	County of Yakima Sunnyside School District
Exhibit F	PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project	Rural Resources

11. Amend the Contract by adding the following Exhibits as they apply to each County:

Exhibit C – PFS Community Monitoring and Participatory Evaluation Pilot Project

Exhibit D – PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back

Exhibit E – PFS Secure Medicine Take-back

Exhibit F – PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project

All other terms and conditions of this Program Agreement remain in full force and effect.

AWARD AND REVENUES 2015-2017 Biennium

CONTRACTOR NAME Pacific County
CONTRACT NUMBER 1563-42487
COUNTY Pacific

The above named Contractor is hereby awarded the following amounts for the purposes listed.

REVENUE**SOURCE****CODE:****TYPE OF SERVICE****AWARD AMOUNTS**

		<u>SFY 16</u>	<u>SFY 17</u>	<u>Biennial Funds</u>	<u>Total 15-17 Biennium</u>
333.99.59	SABG Prevention	\$29,742	\$29,742		\$59,484
334.04.6X	GF-State- Admin (for SABG Prevention)	\$2,586	\$2,586		\$5,172
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$23,384	\$23,384		\$46,768
333.92.43	PFS-Total	\$54,288	\$13,572	\$0	\$67,860
	Year 2 FFY14 (7.1.15-9.29.15)	\$13,572			\$13,572
	Year 3 FFY15 (9.30.15-9.29.16)	\$40,716	\$13,572		\$54,288
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		\$84,030	\$43,314	\$0	\$127,344
Total State Funds		\$25,970	\$25,970	\$0	\$51,940
TOTAL ALL AWARDS		\$110,000	\$69,284	\$0	\$179,284

Federal CFDA:

SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)



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:

11/24/2015

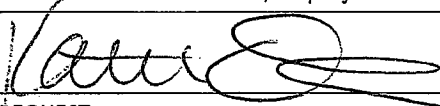
AGENDA REQUEST FORM

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 #: <u>2</u>		
<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		
DISTRIBUTION LIST:				
<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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 11/17/2015
NARRATIVE OF REQUEST Requesting approval and signature to amendment #3 to contract # DFC EUDL 2013 LBPD. This amendment adds \$10,000 to the contract for prevention consultant services to be provided during the time period beginning Oct 1, 2015-Sept 30, 2016. Please note, this is considered a sole source contract as Long Beach Police is the agency with jurisdiction over the schools where the service is provided (Ilwaco Middle/High School). The amendment also adds a statement of work for FFY 2016. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #3 of Contract #DFC EUDL2013LBPD with the Long Beach Police Department for prevention consultant services	

**Contract #DFC EUDL 2013 LBPDP
Amendment #3**

PURPOSE OF THE CHANGE: To amend the contract between **Long Beach Police Department** and **Pacific County**.

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

1. Extends the life of the current contract to provide Drug Free Communities (DFC) services through September 30, 2016.
2. Amends section 2. Payment, to include an additional \$10,000 for Prevention Consultant services for the time period beginning October 1, 2015 through September 30, 2016.
3. Modifies section 1. Contractors Services by adding Exhibit C- 2015-16 Statement of Work, which outlines all work to be completed under this contract for the time period beginning October 1, 2015 through September 30, 2016.

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Attest

Clerk of the Board Date

CONTRACTOR- Long Beach Police Department

Signature _____ Date _____

Title

Contract #DFC EUDL 2013 LBPB - Amendment #3**Exhibit C- 2012-14 Statement of Work****October 1, 2015-September 30, 2016****Overview**

Long Beach Police Department will implement community and school based environmental drug and alcohol prevention strategies and consultation that leads to 1) increased enforcement of existing Alcohol, Tobacco, and other drugs (ATOD) laws/policies; 2) A change in the physical design of the environment that limits youth access to tobacco, alcohol and other drugs; and 3) A change in ATOD policies and norms. Specific activities All work performed under this agreement shall be done in compliance with all

Activity	Deliverables	Due
Prescription Drug Takeback	Contact DEA and register event 2x per year	by October 2015 and April 2016
	Line up law enforcement personnel to help with tables, collection, shipping, and to attend each 4 hour event.	
	Report back to coalition with results of takeback event writing or in person at a regular coalition meeting within 2 months of each event.	
	Coordinate a meeting with OBSD principals to discuss potential changes to current ATOD policy	By December 2015
	Conduct staff training on best practice ATOD policies to ensure policies are consistently enforced. This training can be done in person (one or one, small group, or large group), or via memo to all staff.	By June 2016
	Present information regarding the new marijuana legalization laws at one IMHS staff meeting	By June 2016
	Provide brief facts related to ATOD enforcement for inclusion in school FB page or Mr. Tobin's Week at a Glance	Monthly beginning in October 2015
	Provide additional enforcement of existing ATOD rules, policies and laws during school hours and after school hours at school sponsored extracurricular events.	On-going
Substance Abuse Prevention Team	Attend at least four WellSpring Substance Abuse Prevention team meetings from Oct 2014 to June 2015. Participate in related activities, TBD (i.e., Red Ribbon Week)	Monthly beginning October 2015
Reporting	Submit monthly progress report on above listed activities along with invoice.	at WellSpring quarterly business meetings
Compliance Checks	Conduct 2 rounds of alcohol retailer compliance checks as scheduled by program coordinator between October 2014 and March 2015. Employ 2 undercover youth operatives for use in each round of checks.	TBD

**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, November 24, 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:

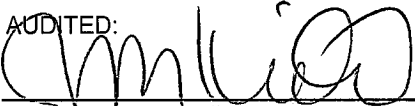
Vendors Claim Fund No. 692

129677 thru 129776 \$ 125,362.31

Warrants Dated: November 13, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner



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

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

REQUESTED MEETING DATE:

11/24/15

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 11/17/15

NARRATIVE OF REQUEST

Attached for your consideration is an amendment to our intergovernmental agreement with the Health Department for Housing Services. The amendment adds \$6,000 to their contract to be used to subcontract with Coastal Community Action for housing outreach services. These funds were considered in the 2015 budget and do not require a supplement in the GA budget. The health department may need to supplement the funds.

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

Move to Approve Amendment #1 to Intergovernmental Contract for Housing Services with the health department.

INTERGOVERNMENTAL CONTRACT FOR SERVICES
Between
PACIFIC COUNTY GENERAL ADMINISTRATION
And
PACIFIC COUNTY PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT

AMENDMENT #1

WHEREAS, the Contract for Services between Pacific County General Administration (COUNTY) and Pacific County Public Health and Human Services Department (PHHS) entered into the 1st of January, 2015, allows for contract modifications; AND

WHEREAS, there is a need to amend sections of the contract to reflect adjustments in the funding; AND

WHEREAS, there is a need to amend the amount of funding available by adding \$6,000 to subcontract for housing outreach services; and adjust the reporting requirements and due date for final contract billing, AND

WHEREAS, the monthly invoice needs to be amended to reflect these changes;

NOW, THEREFORE, Section 1, "FUNDING", Section 2, Table 1, "USE OF FUNDS AND SCOPE OF WORK", TABLE 1, columns "ALLOCATION", are hereby amended as follows:

1. **FUNDING**

A total of Ten Thousand Dollars (\$16,000), has been pledged within Pacific County Low Income Assistance Fund No. 127 to provide the PHHS with funds to assist with implementation of the County's Ten Year Plan to Reduce Homelessness. Said amount shall constitute the maximum reimbursement the PHHS is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the PHHS on a monthly basis in eleven (11) equal monthly payments of \$833.33 and one (1) monthly payment of \$833.37 for a total of Ten Thousand Dollars (\$10,000) for coordination of the County's Housing Task Force, and one lump payment of \$6,000 to subcontract for housing outreach services.

2. **USE OF FUNDS and SCOPE OF WORK**

The PHHS shall use these COUNTY funds solely to assist with implementation of County's Ten Year Plan to Reduce Homelessness in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	PAYABLE	REPORTING REQUIREMENTS	Recording Fee Revenue Source
Coordination of the County's Housing Task Force	\$10,000	11 equal monthly payments of \$833.33 and one payment in December of \$833.37	Quarterly "Activities and Narrative Report" – (Attachment A) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)	Homeless
Subcontract for Housing	\$6,000	One lump payment of \$6,000 upon		Homeless

Outreach Services		execution of the subcontract for services		
TOTAL	\$16,000			

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____
day of _____ 2015.

PHHS

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Mary Goelz, Director

Steve Rogers, Chair

Frank Wolfe, Member

Lisa Ayers, Member

ATTEST:

Marie Guernsey
Clerk of the Board



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

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

REQUESTED MEETING DATE:

11-24-15

AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCCA 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"/> 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: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 11-3-15
NARRATIVE OF REQUEST Attached for your consideration are amendments to the special employment agreements with: Kathy Spoor, CAO (3%,2%,2%) Mike Collins, Director DPW/County Engineer (3%,2%,2%); Faith Taylor-Eldred, Director of Department of Community Development (5%,3%,2%); Mary Goelz, Director of Public Health and Human Services (3%,3%,3%); Tim Crose, Assistant Director DCD (8%,4%,3%); Sharon Block, Deputy Director PH&HS (3%,3%,3%); Katie Lindstrom, Deputy Director PH&HS (5%,3%,2%); Tom Gradt, Operations Manager (1%,1%,1%); and Joe Camenzind, Telecommunications Engineer (3%,2%,2%) These amendments include salary adjustments over the coming three years approved as part of the 2016 Budget Process. All other terms of the current contracts remain in effect.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) (Amendment #2) (Amendment #1) Move to approve amendments to Kathy Spoor, Mike Collins, Faith Taylor-Eldred, Mary Goelz, Tim Crose, Sharon Block, Katie Lindstrom, Tom Gradt and Joe Camenzind's special employment agreements.	



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:

11/24/15

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

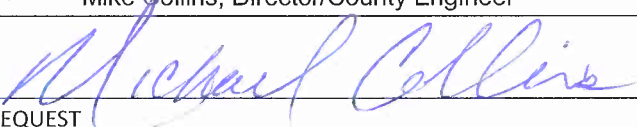
☐ OTHER: _____

DISTRIBUTION LIST:

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<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-17-15
NARRATIVE OF REQUEST Request to purchase replacement from State Bid for the following equipment; #062 - 2007 Ford Supercrew 4x4 pickup, #064 - 2008 Ford F150 Crew Cab, and #085 1998 Ford Range 4x2 pickup.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of three vehicles from State Bid, subject to adequate budget appropriations	



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:

11/24/15

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal Required

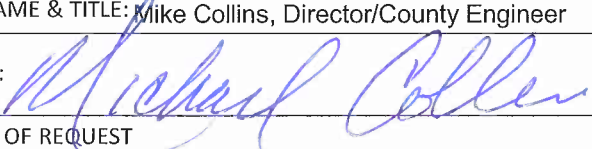
☐ OTHER: _____

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| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-17-15
NARRATIVE OF REQUEST Request permission to replace using State bid the following vehicles: #242 - 1997 Case backhoe 590L, and #033 1996 Ford F450 1-Ton Dump.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of equipment from State Bid, subject to adequate budget appropriations	



REQUESTED MEETING DATE:

11-24-2015

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>8</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
		<input type="checkbox"/> PACCOM
		<input type="checkbox"/> PC Fair
		<input type="checkbox"/> Prosecutor
		<input type="checkbox"/> SOC
		<input type="checkbox"/> Sheriff
		<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Vegetation Mgmt.
		<input type="checkbox"/> WSU Coop. Ext.
		<input type="checkbox"/> Other:

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton Assistant Telecom Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 11-16-2015
NARRATIVE OF REQUEST	
Attached for the Board's consideration is renewed communication facility use agreement for Grays Harbor College. The proposed equipment in Exhibit A represents \$2,640 annually.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Communications Facility Use Agreement with Grays Harbor College	

**EXHIBIT C
PACIFIC COUNTY
PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** Grays Harbor College shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.
5. **RATES:** At the end of the first year of this Use Agreement, the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed five (5%) percent/year.
6. **INDEMNIFICATION:** In accepting this Agreement, Grays Harbor College, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of Grays Harbor College or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, Grays Harbor College, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
7. **PREMISES:** The County shall provide Grays Harbor College communications interface equipment at 503 Fourth Street, Raymond, WA and 118 Lake Street SE,

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **Grays Harbor College**, (hereinafter called **Grays Harbor College**), this 1st day of January, 2016.

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

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.
2. **TERMINATION BY LESSEE**: The Use Agreement may be cancelled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement on any date by giving the other party notice of intent to terminate this Use Agreement at least thirty (30) days prior to the date.
3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE**: If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **Grays Harbor College** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all

Ilwaco, WA. **Grays Harbor College** shall be responsible for all transport and equipment past these demarcation points. Exhibit A establishes the communications items, quantities and rates provided by the County. **Grays Harbor College** may add or delete items and quantities from time to time by requesting amendments to Exhibit A.

8. **SECURITY AND MAINTENANCE:** The County shall provide reasonable security and maintenance on its facilities and equipment throughout the term of this Agreement. **Grays Harbor College** shall be responsible for its facilities and equipment. The County will respond to circuit and equipment problems on a priority basis with its Public Safety Systems having first priority.
9. **TAXES:** **Grays Harbor College** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **Grays Harbor College** there shall be an equitable reduction of rent until the damage has been repaired.
10. **OWNERSHIP OF EQUIPMENT:** **Grays Harbor College** shall purchase all electronic channel equipment necessary for the digital circuit between the COUNTY'S DSI cross connect equipment and **Grays Harbor College's** central offices.
11. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **Grays Harbor College** may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **Grays Harbor College**, or (ii) any entity which buys all or substantially all of the assets of **Grays Harbor College** used in connection with the operation of **Grays Harbor College**. The assignee or

transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

12. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.
13. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
14. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public. Please see Exhibit C for more details.
15. **WAIVER OF SUBROGATION:** COUNTY and **Grays Harbor College** hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

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

If to COUNTY:

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

If to Grays Harbor College:

Grays Harbor College
1620 Edward P. Smith Drive
Aberdeen, WA 98520
Attn: Chief of Information Services

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
____ day of January, 2016.

Grays Harbor College

Signature

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

APPROVED AS TO FORM:

Chairperson

Commissioner

ATTEST:

Commissioner

Clerk of the Board

EXHIBIT A
PACIFIC COUNTY, WASHINGTON

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	2	PABX Extension Delivered to 503 4 th Street Raymond, WA 98577	\$1,320.00
2	2	PABX Extension Delivered to 118 Lake St SE Ilwaco, WA 98624	\$1,320.00
TOTAL ANNUAL RATE			\$2,640.00

Extension features to include:

Direct in Dial Numbers
Toll Free County Exchange Access
Long Distance
Voice Mail

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B

PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



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

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

REQUESTED MEETING DATE:

11-24-2015

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

<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: PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

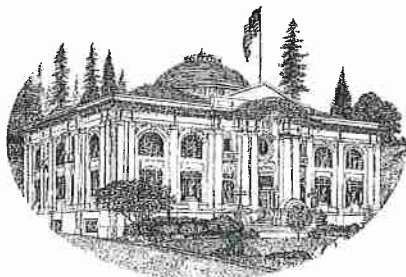
DATE: 11-18-2015

NARRATIVE OF REQUEST

Herb Frank has submitted his resignation as host of Bush Pioneer Park. The Parks Department asks the Board to accept Mr. Frank's resignation and allow the Parks Department to advertise for a new host.

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

Acknowledge resignation of Bush Pioneer Park Host, Herb Frank and consider approval of request to advertise and fill vacant position, subject to adequate budget appropriations



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

ANNOUNCEMENT FOR CONTRACT FOR TEMPORARY HOST OF BUSH PIONEER PARK – BAY CENTER

Pacific County Parks Department is soliciting proposals from qualified applicants interested in contracting as Park Host for park operations at Bush Pioneer Park, located in Bay Center, Washington, for the period beginning April 1, 2016 through November 30, 2016.

SUMMARY OF DUTIES

Full responsibility for operation of park by negotiated contract including, but not limited to, performing a variety of maintenance, custodial, yard/landscape and fee collection duties.

MINIMUM QUALIFICATIONS

Must have a valid Washington State driver's license; must be 18 years of age or older; and pass a background screening.

APPLICATIONS

Applications are available upon request Monday through Friday from 8AM to 4PM from the Pacific County Parks Department, located in Public Works, 300 Memorial Drive, South Bend, WA, in the Pacific County Courthouse basement or by calling 360-875-9300 ext. 2288. Applications and Job Announcement are also available on the Pacific County website at <http://www.co.pacific.wa.us/employment/index.htm>.

A written proposal, along with work experience, must be submitted with a Pacific County Employment Application.

CLOSING DATE

Applications and proposals will be received until position is filled.

Please publish: December 3 and 10, 2015



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:

11/24/15

AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ 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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 11-17-15
NARRATIVE OF REQUEST On behalf of Flood Control Zone District No. 1, accept Perpetual Non-Exclusive Stormwater Easement from Barbara B. Bloom for the 55th to 67th Street - Tarlett Improvement Project. Please approve recording this instrument with the Pacific County Auditor.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve and authorize recording of Perpetual Non-Exclusive Stormwater Easement from Barbara B. Bloom for the 55th to 67th Street-Tarlett Improvement Project	

Return to:

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

PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT

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

A perpetual non-exclusive stormwater system easement located on Tax Lot 306 in Section 16, Township 10 North, Range 11 West, W.M., Pacific County, Washington, known as Parcel No. 10111643306 as recorded under Auditor Fee No. 3127491 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

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

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

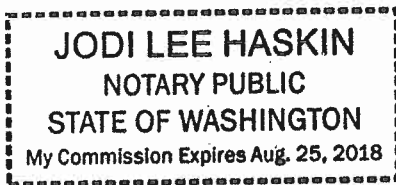
IN WITNESS WHEREOF the undersigned has executed this instrument this 9th day of November 20 15.

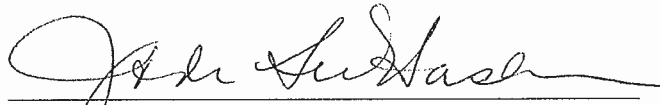

BARBARA G. BLOOM

STATE OF WASHINGTON)(
COUNTY OF PACIFIC)(

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

Given under my hand and official seal this 9th day of November 20 15.




Notary Public in and for the State of Washington
Residing at Long Beach
Commission Expires Aug 25, 2018



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:

11/24/15

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): EH - Solid Waste

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 875-9356

SIGNATURE:

DATE: 11/13/2015

NARRATIVE OF REQUEST

The Department is requesting the Board to approve the contract with Stericycle Environmental Solutions for transportation and final disposal of moderate risk waste from the Household Hazardous Waste facility.

The work is funded through a Department of Ecology grant.

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

Approve Professional Services Contract with Stericycle Environmental Solutions, subject to adequate budget appropriations

PROFESSIONAL SERVICES CONTRACT

FOR

TRANSPORTATION AND FINAL DISPOSAL OF MODERATE RISK WASTE

This AGREEMENT is made by and between Pacific County, a municipal corporation hereinafter referred to as "the COUNTY", and Stericycle Environmental Solutions, a Washington Corporation, 18000 72nd Ave S. Suite 217, Kent, WA 98032, hereinafter referred to as "the CONTRACTOR".

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

WHEREAS, the CONTRACTOR represents that it is qualified and possesses sufficient skills and abilities to perform the professional services set forth hereafter in the Agreement, now therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances described herein, the parties hereto AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR will provide services set forth in *Exhibit A* in accordance with the terms and conditions of this agreement. The CONTRACTOR will be responsible for the professional quality, technical accuracy, timely completion, and coordination of reports, data, technical analysis, and other work products furnished by the CONTRACTOR under this Agreement. The CONTRACTOR will, without additional compensation, correct or revise errors and omissions in reports, data, technical analyses, drawings, specifications, and other work products.

II. RESPONSIBILITIES OF COUNTY

The COUNTY will:

1. Collect, segregate, consolidate, package, and label moderate risk waste received at their facility in Long Beach, Washington.
2. Provide copies of data, reports, and similar information related to moderate risk waste collected to the CONTRACTOR.
3. Assist in loading moderate risk waste material onto transport vehicles supplied by CONTRACTOR.
4. Compensate the CONTRACTOR as specified herein.

III. CONTRACTOR PERSONNEL

The CONTRACTOR agrees that the key personnel identified below will have primary responsibility for directing and managing the work under this Agreement, and that these key personnel will be available to the COUNTY for consultation on all substantive matters related to work progress, including regulatory agency communication, during the period of this contract.

Key personnel include:

Cassandra Clements
Steve Abels
Pat McGinty

Technical Account Manager
Site Supervisor
Operations Supervisor

The CONTRACTOR further agrees that if any designated key personnel leave the employ of the CONTRACTOR, substitute key personnel will be subject to COUNTY approval, and that no increase in compensation or extension of duration of this Agreement whatsoever will be made by the COUNTY due to a change in personnel assigned to the work of this Agreement.

IV. DURATION OF AGREEMENT

This Agreement will commence upon contract execution and will terminate on December 31, 2017, with the option to extend the contract for additional twelve (12) month periods by mutual agreement, unless sooner terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party. Termination as herein provided will be in addition to, and not in lieu of, a party's right to terminate for breach. Termination will operate to discharge all obligations that are executor by either party on or after the effective date of termination, but any right of a party based performance or breach of this Agreement prior to the effective date of termination will survive.

V. CHANGES IN WORK

The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed. If such changes cause an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY will make an equitable adjustment in the (1) maximum amount payable; (2) duration of the Agreement or project, or both; and (3) other affected terms. Upon mutual agreement of equitable adjustment, a written supplement to the Agreement will be prepared by the COUNTY for execution by both parties.

The CONTRACTOR must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the COUNTY decides that the facts justify it, the COUNTY may receive and act upon a claim submitted before final payment is made under the Agreement. Failure to agree to any adjustment will be a dispute under Section XIX. However, nothing in this clause will excuse the CONTRACTOR from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions above, the maximum amount payable for this Agreement, will not be increased or considered to be increased except by specific written supplement to this Agreement.

For the purpose of this section, the COUNTY contact, as listed in Section XXII, shall have the authority to represent the COUNTY.

VI. COMPENSATION AND METHOD OF PAYMENT

The COUNTY will reimburse the CONTRACTOR for satisfactory completion of the services specified under this Agreement on a time and materials basis in an amount not to exceed those costs shown in *Exhibit A*.

Payment for work accomplished to the satisfaction of the COUNTY will be made on the basis of the CONTRACTOR's actual hours expended by professional, technical, and non-technical personnel for the time they are productively engaged in work necessary to fulfill the terms of this Agreement multiplied by the hourly billing rates set forth in *Exhibit A*. The hourly billing rates will include full compensation for direct labor cost, direct and indirect overhead cost, and profit.

Invoices and manifests will be provided to the COUNTY within thirty (30) days of the receipt of each shipment. Payment will be made within thirty (30) days after receipt of invoices. In the event any items in the billing may be questioned or disputed by the COUNTY, such items will be deleted from the billing until their resolution and the remainder of the billing will be processed within the above-stated period. Invoices due and owing beyond the established thirty (30) day payment period, and not subject of dispute as described herein, will accrue interest at the rate of one and one half (1.5) percent per month on the unpaid balance.

If the CONTRACTOR fails to comply with any terms or conditions of this Agreement or to provide in any manner the services agreed to herein, the COUNTY may withhold any payment due the CONTRACTOR until the COUNTY is satisfied that corrective action, as specified by the COUNTY, has been completed to the satisfaction of the COUNTY. This right is in addition to and not in lieu of the COUNTY right to terminate this Agreement as provided below.

VII. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that it is acting as an independent contractor with the COUNTY, and not as an employee of the COUNTY. As such, the COUNTY will not provide any compensation or benefits beyond the compensation described immediately hereinabove.

VIII. COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of the Agreement, will comply with all applicable local, state, and federal laws and regulations.

IX. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

X. OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

XI. INDEMNIFICATION/HOLD HARMLESS

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.

Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

XII. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

1. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
2. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
3. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
4. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

XIII. SUBCONTRACTING

The services to be furnished under the terms of this Agreement will be performed by the CONTRACTOR personally and will not be delegated or subcontracted in whole or in part without the express written consent of the COUNTY. Subcontractors required by the CONTRACTOR in connection with the services specified herein will be limited to those subcontractors approved in writing, by the COUNTY. Permission for subcontracting will not create any contract or any other relationship between the COUNTY and subcontractor. All subcontracts will contain all applicable provisions of this Agreement.

XIV. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The CONTRACTOR agrees to utilize to the maximum extent possible, minority- and women-owned businesses as subcontractors in conducting the services of this Agreement. The goals established for minority- and women-owned business participation for this project are as follows:

Minority-owned business participation	10%
Women-owned business participation	6%

The CONTRACTOR will take the following steps in any solicitation or procurement of subcontractors under this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Ensure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The CONTRACTOR agrees to incorporate similar requirements in any solicitations, requests for bids, or contract documents prepared for the services required under this Agreement.

XV. NON DISCRIMINATION IN SERVICES

The CONTRACTOR will not discriminate because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

XVI. TERMINATION

This Agreement may be terminated by the COUNTY without cause, in whole or in part, upon providing thirty (30) days written notice to the CONTRACTOR.

In the event this Agreement is terminated by the COUNTY other than for default on the part of the CONTRACTOR, a final payment will be made to the CONTRACTOR with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination.

No payment will be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the Notice of Termination. If the accumulated payment made to the CONTRACTOR prior to Notice of Termination exceeds the total amount that would be due computed as set forth above, then no final payment will be due and the CONTRACTOR will immediately reimburse the COUNTY for any excess paid.

If the services of the CONTRACTOR are terminated by the COUNTY for default on the part of the CONTRACTOR, the above formula for payment will not apply. In such event, the amount paid will be determined by the COUNTY with consideration given to the actual costs incurred by

the CONTRACTOR in performing the work to do the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the COUNTY at the time of termination; the cost to the COUNTY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the COUNTY of the work performed at the time of termination.

If it is determined for any reason that the CONTRACTOR was not in default or that the CONTRACTOR's failure to perform was not based on its fault or negligence, or the fault or negligence of its officers, agents, or employees, the termination will be deemed to be a termination for the convenience of the COUNTY in accordance with this section of this Agreement.

Payment by the COUNTY for any part of the work performed by the CONTRACTOR will not constitute a waiver by the COUNTY of any remedies of any type it may have against the CONTRACTOR for any breach of this Agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it by the COUNTY.

XVII. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVIII. ATTORNEY'S FEES/COST OF SUIT AND VENUE

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

1. **Disputes.** Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**
2. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only Superior Court in Pacific County, Washington.
3. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions

shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

XIX. CHANGES TO WORK

When required to do so by the COUNTY, the CONTRACTOR will make such changes and revisions in the work it submits under this Agreement as necessary to correct errors appearing therein and omissions, without additional compensation thereof. Should the COUNTY find it desirable for its own purpose to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR will make such revisions as directed by the COUNTY. This work will be considered a Change in Work and will be paid for as herein provided under Section VI.

For the purpose of this section, the COUNTY contact, as listed in Section XXII, shall have the authority to represent the COUNTY.

XX. SOLICITATION OF CONTRACT

The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY will have the right to annul this contract without further liability.

XXI. OTHER REQUIREMENTS

- A. The CONTRACTOR will maintain accounts and records, including personnel, property, financial, and other records as may be deemed necessary by the COUNTY to ensure proper accounting for project funds and compliance with this Agreement. The CONTRACTOR will keep records that document the direct and indirect costs that are expended and reflect the services provided in the performance of this Agreement. The CONTRACTOR will keep the above records for a period of six (6) years after termination hereof, unless a longer retention period is required by law.
- B. The CONTRACTOR will not disclose, nor permit disclosure of any information designated by the COUNTY as confidential, except to its employees and other subcontractors who need such information in order to properly execute the services of this Agreement.

XXII. NOTICES

All notices required or permitted under this Agreement will be in writing and will be deemed delivered when delivered in person or by certified mail, return receipt requested, postage prepaid to the person listed below.

Pacific County
Dept. of Community Development
Attn: Faith Taylor-Eldred
PO Box 68
South Bend, WA 98586

Stericycle Environmental Solutions
Attn: Curtis Martin
18000 72nd Ave S. Suite 217
Kent, WA 98032

Address changes by either party must be provided by written notice to the other in the manner set forth above.

XXIII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2015.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

STERICYCLE ENVIRONMENTAL SOLUTIONS

Steve Rogers

SIGNATURE

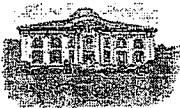
Lisa Ayers

Title

Frank Wolfe

ATTEST:

Marie Guernsey
Clerk of the Board



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

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

REQUESTED MEETING DATE:
November 24, 2015

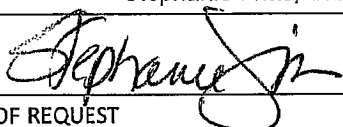
AGENDA REQUEST FORM

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 #: <u>12</u>
<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
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> 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: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: November 13, 2015
NARRATIVE OF REQUEST Requesting Board approval for the purchase of a Sharp MX M264N copy/print/fax/scan machine in the amount of \$2,000.00 + trade (and sales tax). There are currently 3 printers and 1 copy machine in dispatch, none of which are network capable and none of which are scan capable. This machine will replace all printers, the copy machine, and the fax machine. Aberdeen Office has is recommended to be the selected vendor. Please see attached quotes from Aberdeen Office, WA State DES Contract, and Ebay.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve purchase of Sharp MX M264N copier from Aberdeen Office Equipment in the amount of \$2,158, including sales tax and plus trade-in of older machine, subject to adequate budget appropriations	

Name of Contractor: Aberdeen Office

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
See attached quotation

☐ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☐ **Certificate of Insurance Attached** (if required)

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

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

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): ☒ <\$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: PACCOM - Public Safety Building

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☒ Other (please describe): 3 quotes (attached)

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

See front page.

TOTAL COST/AMOUNT (include sales & use tax): \$2,158.00

TOTAL TAX: \$158.00

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 160 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:



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:

11-24-15

AGENDA REQUEST FORM

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

Agenda Item #: 13

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:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: North Pacific District Court

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Jan Wilson, Court Administrator/Clerk

PHONE / EXT: 360-875-9354 Ext 4

SIGNATURE:

Jan Wilson

DATE:

Nov. 13, 2015

NARRATIVE OF REQUEST

We are requesting that the Board of Commissioners approve the Lease Agreement with Xerox for a new copy machine. I did get a couple other quotes on a couple other copiers but neither would fit in the space we have available. I have attached the Lease Agreement and the Proposal for your review. If you notice it is less/month than our last agreement.

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

Approve Lease Agreement with Xerox for Workcentre 4265X in an amount of \$95.19 per month, subject to adequate budget appropriations and authorize Court Administrator/Clerk to sign lease

Lease Agreement



Customer: PACIFIC COUNTY

BillTo: PACIFIC COUNTY
NORTH DISTRICT COURT
PO BOX 134
SOUTH BEND, WA 98586-0134

Install: PACIFIC COUNTY
NORTH DISTRICT COURT
300 MEMORIAL AVE
SOUTH BEND, WA 98586-1105

State or Local Government Negotiated Contract : 072712700

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. WC4265X (WORKCENTRE 4265X)	<ul style="list-style-type: none">- 500 Sheet Paper Tray- Cabinet Stand- Carrier Deliv/instal- Customer Ed- Analyst Services	Lease Term:	48 months	- Xerox 3635MFP S/N LBP270253	11/18/2015
		Purchase Option:	FMV	Trade-In as of Payment 61	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC4265X	\$85.29	1: BW	All Prints	\$0.0105	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$85.29	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 2 pages including this face page.

Signer: Jan Wilson

Phone: (360)875-9334

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Wesley Rolfe
(360)637-9058

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



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:

11/24/15

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

<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: Superior Court

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Michael J. Sullivan

PHONE / EXT: 2300

SIGNATURE:

Michael J. Sullivan

DATE:

11/12/15

NARRATIVE OF REQUEST

Courtroom computer is old and will no longer allow us to shutdown and restart. Computer Services recommends the computer be replaced. Requesting the purchase of a new desktop computer for the courtroom.

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

Approve purchase a Dell OptiPlex computer workstation in the amount of \$1,032.65, subject to adequate budget appropriations

PACIFIC COUNTY - INVENTORY ACQUISITION FORM

ATTACHMENT #3

DEPARTMENT/OFFICE: <u>Superior Court</u>		LOCATION: <u>Courtroom</u>	
EQUIPMENT DESCRIPTION: <u>Desktop Computer</u>			
MODEL NUMBER: _____		SERIAL NUMBER: _____	
IS THIS REQUEST TO LEASE EQUIPMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
IF YES, ATTACH LEASE FOR APPROVAL PRIOR TO OBTAINING EQUIPMENT.			
VENDOR NAME: _____			
QUANTITY (list prices for each item below): _____		PRICE INCLUDES S&H AND SALES TAX? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ITEM #1 _____	ITEM #2 _____	ITEM #3 _____	ITEM #4 _____
PURCHASED WITH FEDERAL GRANT MONEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
GRANT NAME AND/OR #: _____			
DATE ACQUIRED: _____		BY COMPETITIVE BID? <input type="checkbox"/> YES <input type="checkbox"/> NO	
REASON FOR PURCHASING/LEASING EQUIPMENT: <u>Courtroom computer will not allow shutdown and startup of the system.</u>			
THIS SECTION IS TO BE COMPLETED BY AUDITOR'S OFFICE			
FUND NO: _____	DEPARTMENT NO: _____	WARRANT NO: _____	DATE PAID: _____

Here is a breakdown of the information required by section:

Department:	Name of your office/department
Location:	List the building where this equipment will be located.
Equipment:	Use this section to list specifics about the equipment, i.e. "Cabinet, 4 drawer legal, green"
Model #:	Complete this section for equipment having model numbers.
Serial #:	Complete this section for equipment having serial numbers.
Vendor Name:	Name of company from which you purchased this piece of equipment.
Price:	Purchase price for each individual item, including sales tax. The Auditor's Office will add any applicable use tax.
Quantity:	How many purchased?
Purchased:	Was this equipment purchased with federal grant money?
Date Acquired:	Date on which you purchased this equipment.
Competitive Bid:	Was this equipment purchased through a competitive bid?
Reason:	List the reason for purchasing this equipment along with any additional information you feel is pertinent to purchase of this equipment.

Your request to purchase/lease _____ for \$ _____	
was approved by the Board of County Commissioners on _____ subject to adequate budget appropriations.	
_____ Clerk of the Board	

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL VOUCHERS FOR EQUIPMENT PURCHASES OF \$500 OR MORE AND PURCHASES OF ATTRACTIVE ITEMS UNDER \$500, i.e. cameras, video cameras, guns, TVs



Board of Pacific County Commissioners
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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:

11/24/15

AGENDA REQUEST FORM

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

Agenda Item#: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: Prosecutor's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mark McClain, Prosecutor

PHONE / EXT: 875-9361

SIGNATURE: 

DATE: 11/13/15

NARRATIVE OF REQUEST

The Prosecutor's Office is requesting a business credit card (department account). Attached is the User Acknowledgment and Agreement signed by Mark McClain

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

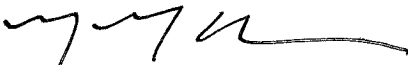
Approve request for office credit card in accordance with the Credit Card Policy (Resolution 2014-035), setting the limit at \$ _____

PACIFIC COUNTY
CREDIT CARD POLICY
USER ACKNOWLEDGEMENT AND AGREEMENT

My signature below indicates that I have received and reviewed the **Pacific County Credit Card Policy** and the **Credit Card Cardholder Instructions**, and any questions have been answered to my satisfaction.

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

Dated this _____ day of _____.



Signature

MARK McCLAIN

Printed Name



Title

Pacific County Auditor's Office

Signature

Printed Name

Title



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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

11/24/2015

AGENDA REQUEST FORM

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

Agenda Item #: 16

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:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 11/18/2015
NARRATIVE OF REQUEST Attached for your consideration is an Interlocal Agreement with Fire District #8 for repayment of their portion for purchasing dispatch radio equipment	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Interlocal Agreement with Fire District #8 for repayment of their portion of the cost to purchase dispatch radio equipment per Resolution 2014-065	

Interlocal Agreement
Repayment for Purchase of Dispatch Radio Equipment

Between

PACIFIC COUNTY, WASHINGTON

And

FIRE DISTRICT #8

This Interlocal Agreement, (AGREEMENT) is made between Pacific County ("COUNTY"), and Fire District #8, ("MEMBER AGENCY").

WHEREAS; PACCOM is governed by an Interlocal agreement made by and among municipal corporations, and political subdivisions held to be municipal corporations within the laws and Constitution of the State of Washington, located either in whole or in part within Pacific County which are collectively referred to as Member Agencies; and

WHEREAS; as part of the 2014 budget process it was approved by the PACCOM MEMBER AGENCIES to purchase/upgrade radio equipment to assure interoperability and compliance with state and federal regulations, and

WHEREAS; as part of the 2014 budget process it was agreed that there were insufficient funds available within the PACCOM fund (Fund #160) to make this purchase;

WHEREAS; as a MEMBER AGENCY Fire District #8 has agreed to reimburse the COUNTY for the portion of the cost of the dispatch radio equipment calculated using the approved funding formula either in one lump sum payment, or over the course of three years; and

WHEREAS; the COUNTY has passed Resolution No. 2014-065 which authorized a short term loan for MEMBER AGENCIES from its cumulative reserve fund (FUND 197) which includes 3% annual interest rate;

NOW THEREFORE IT IS HEREBY RESOLVED that the COUNTY authorizes a short term loan from the COUNTY's Cumulative Reserve Fund (FUND #197) in the amount of \$40 with Fire District #8 for repayment for purchase of dispatch radio equipment upgrade/replacement in 2014 subject to the following conditions:

- ♦ The term of loan will be 3 years. The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2017 unless terms of loan are satisfied sooner.
- ♦ MEMBER AGENCY may elect to pay their portion of the loan repayment in one lump sum, or annually over the three year period.

- ♦ Terms of the Amortization Schedule (Attachment A) to this AGREEMENT for MEMBER AGENCIES electing to make annual payments over a 3 year period.
- ♦ Interest will be applied at a rate of 3% per annum.
- ♦ Accumulated principal and interest to be paid annually by December 31st, beginning in 2015.
- ♦ The full faith, credit and resources of the MEMBER AGENCY are pledged irrevocably for the annual payment of this short term loan (principal and interest) until such time that the loan amount is paid in full.

BE IT FURTHER RESOLVED that the Treasurer will provide an annual invoice to Member Agencies each year, and will receive these loan payments and deposit to Fund 197 (Cumulative Reserve).

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

MEMBER AGENCY

BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

Greg Bliss

11-18-15

(Name)

Date

FPD#8
Commissioner

(Title)

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

ATTEST:

Mark McClain

Pacific County Prosecuting Attorney

Marie Guernsey

Clerk of the Board

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW [41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.



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

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

REQUESTED MEETING DATE:
11/24/2015

AGENDA REQUEST FORM

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

Agenda Item#: 18

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"/> 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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 11/18/2015
NARRATIVE OF REQUEST Open Public Hearing regarding certification of levies Swear in those wishing to provide testimony Close hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2015-055 in the matter of certifying taxes levied upon the property in the county for county purposes, and for each taxing district within or coextensive with the county, for district purposes	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION 2015-

**IN THE MATTER OF CERTIFYING TAXES LEVIED UPON THE PROPERTY IN THE
COUNTY FOR COUNTY PURPOSES, AND FOR EACH TAXING DISTRICT WITHIN
OR COEXTENSIVE WITH THE COUNTY, FOR DISTRICT PURPOSES**

WHEREAS, this Board meeting in regular session this 24th day of November, 2015, finds it necessary to levy taxes on all taxable real and personal property in Pacific County and the taxable property within the various cities, towns and taxing districts within Pacific County as shown by the assessment rolls of said County pursuant to the laws of the State of Washington providing for the assessment of taxes in said State, said taxes being for the purpose of defraying the expenses of the State, County General and County Road Purposes, Emergency Medical Service District(s), Hospital District(s), and Rural Library District(s); Municipalities, Port District(s) and Fire Protection District(s); in addition to the School District(s); and,

WHEREAS, the Board of County Commissioners held a public hearing on November 24, 2015 to consider requests to levy for collection in 2016; and

WHEREAS, the amount so levied for State purposes, as determined by the State Department of Revenue, will be certified directly to the County Assessor by the Director of the Department of Revenue; and,

WHEREAS, the amount so levied by the Library District, as determined by the Board of Trustees of Timberland Regional Library, will also be certified directly to the County Assessor by the Library District; and

WHEREAS, the Directors, Councilpersons and Commissioners of the various port, fire, and other districts and municipalities, along with this Board of County Commissioners, have certified to the Clerk of the Board of Pacific County Commissioners and/or the County Assessor, the amounts of taxes required to meet expenses for 2016 and of beginning and ending balances; and,

WHEREAS, it is necessary in some districts and municipalities that a tax be levied to pay interest on bonds and create sinking funds for the purpose of paying indebtedness; and

NOW, THEREFORE, after careful examination and consideration,

IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, PACIFIC COUNTY, STATE OF WASHINGTON, that for the purposes of raising revenue for State, County General and Road Purposes, and for other municipal or special taxing district purposes, there is hereby levied on all taxable property in the County of Pacific, State of Washington, as shown by the assessment rolls for the year 2015, taxes as shown on the attached Exhibit A, which is made a part of this Resolution as if herein repeated and,

IT IS FURTHER RESOLVED that where the limitations on levies prescribed in RCW 84 shall apply, the County Assessor is authorized and directed to lower the amount(s) requested in the manner(s) prescribed within said statute to the limited amount(s).

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 24th day of November, 2015.

____ YEA ____ NAY; ____ ABSTAIN; and ____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board