

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

**Tuesday, March 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)*

CONSENT AGENDA (Item A)

- A) Approve Rainbow Valley Landfill Vouchers:
City of Raymond- \$1,810.00

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.

2015-13

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

CITY OF RAYMOND

230 2ND STREET

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	3/4/15	LEACHATE TREATMENT	660	000	537	10	41	1810.00

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bale
 Signature

PRES.
 Title

3/12/15
 Date

Reviewed by:

Faith Taylor
 Faith Taylor, Director
 Department of Community Development

Date

March 12 '15

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

 Chairman, Pacific County Board of Health

 Date



CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No.

103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
Address 114 AIRPORT ROAD
City RAYMOND State WA. ZIP 98577
Phone _____

Date 3/4/2015
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL FEBRUARY 2015	\$1,800.00	\$1,800.00
1	ROAD MAINTENANCE	\$10.00	\$10.00
SubTotal			\$1,810.00
Shipping & Handling			
Taxes State			\$0.00
TOTAL			\$1,810.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

THANK YOU FOR YOUR BUSINESS!

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

March 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)*

9:30 AM Ratio Presentation by Dept of Revenue *(Commissioners' Meeting Room)*

11:00 AM Board of Equalization Meeting

12:00 PM Workshop with Mary Goelz regarding registered dietitian

Call to Order

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

CONSENT AGENDA (Items 1-7)

Commissioners Office

- 1) Confirm Chair's signature on Work Initiation Document for Wildlife Damage Management with US Department of Agriculture

Community Development

- 2) Approve the Professional Services Contract Amendment #1 with the Watershed Company

Boards and Commissions

- 3) Approve reappointment of Bob Rose as District 4 Representative and Warren Cowell as District 5 Representative to the Noxious Weed Control Board

General Business

- 4) Vendor Claims:
Warrants Numbered 126361 thru 126451 - \$338,782.08
Warrents Numbered 126452-126533- \$174,210.25
- 5) Approve the regular meeting minutes of February 10th, February 24th and March 10th, 2015
- 6) Confirm authorization of exception to the Personnel Policy to make the Shared Work Program available to all reduced FTE employees

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

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YEARS OF SERVICE AWARDS

- 7) 25 Years Tim Crose (DCD)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 8) Consider approval of request to post and advertise for Engineering Technician/GIS Assistant and Administrative Assistant II
- 9) Consider approval of the appointment of Samantha Johnson to fill vacant Accountant position
- 10) Consider release of Performance and Payment Bond for Naselle Rock & Asphalt for the South Valley Road Improvement Project
- 11) Consider approval of Local Agency Agreement Supplement No. 1 for the Sandridge Road Resurface Project; authorize Chair to sign
- 12) Consider approval of out of class pay for Samantha Johnson
- 13) Consider approval of Local Agency Agreements and Project Prospectus Packets for safety projects; authorize Chair to sign
- 14) Consider approval of Chinook Park Maintenance and Operation Contract with the Port of Chinook
- 15) ~~Consider approval of request to hire a construction company to assist with park renovation~~ **REMOVED**

ITEMS REGARDING FLOOD ZONE DISTRICT NO 1

- 16) Consider approval of request to solicit quotations for pipe project

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 17) Consider approval of Agreement with Taft Plumbing to install an emergency eye wash/shower station
- 18) Consider approval of request to advertise for:
- Vacant budgeted Building Inspector/Code Enforcement Officer
 - Grant funded Environmental Health Technician

ITEMS REGARDING FAIR

- 19) Consider approval of entertainment contract with Stoddard and Cole; authorize Fair Manager to sign
- 20) Consider approval of Special Event Use Agreements to host a horse show at the Pacific County Fairgrounds
- 21) Consider approval of Special Event Use Agreement to horse a cattle sorting event at the Pacific County Fairgrounds
- 22) Consider adoption of Resolution 2015-013 establishing the Fair Fee Schedule

ITEMS REGARDING HEALTH AND HUMAN SERVICES

- 23) Consider approval of Nexplanon Credit application with CuraScript to allow purchase of birth control method within the Health Department

ITEMS REGARDING ASSESSOR'S OFFICE

- 24) Acknowledge resignation of Loni Hooper; consider approval of request to post for Chief Appraiser position

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ITEMS REGARDING SHERIFF'S OFFICE

- 25) Acknowledge receipt of WASPC Traffic Safety Grant; consider approval of request to purchase of one radar unit and one antenna

ITEMS REGARDING TREASURER'S OFFICE

- 26) Consider approval of request for out of class pay

ITEMS REGARDING VEGETATION MANAGEMENT

- 27) Consider approval of Service Agreement with the City of Ilwaco for weed control

ITEMS REGARDING WSU EXTENTION

- 28) Consider approval of request to post and advertise for vacant Administrative Assistant II

ITEMS REGARDING GENERAL BUSINESS

- 29) Consider approval of request to advertise for a public springtime auction for the sale of certain county owned parcels

EXECUTIVE SESSION

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

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

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

REQUESTED MEETING DATE:

03/24/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

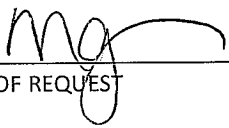
☐ OTHER: _____

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 3/13/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Chair's signature on Work Initiation Document for Wildlife Damage Management with US Department of Agriculture for removal of cormorants in the Columbia River Estuary	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

1. _____
Work Initiation
Document Number

202, 26, 2015
MM DD YYYY

SECTION 1	3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):			
	<input type="checkbox"/> Private Property	<input checked="" type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Non-Private Property	Assign to These Special Groups
SECTION 2	4. Cooperator's Name <u>X Pacific County</u>			
	5. Cooperator's Address <u>X 1216 W Robert Bush Drive South Bend, WA 98586</u>			
	Where will work be performed? (give address or directions, if different from above) <u>Columbia River Estuary</u>			
	6. Business/Farm/Ranch/or Common Name <u>Pacific County</u>			
	8. Owner's or Representative's Name _____			
	10. Owner's or Representative's Address _____			
SECTION 3	11. WS Employee and Work Location Information:		12. Land Class Information:	
	13. Adjoining Property Work Information Document Number(s):		14. Species Information:	
	15. If box is checked, attachment lists additional species.			
SECTION 4	16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:			
	COMPONENTS: 1. <u>Firearms</u> 2. _____ 3. _____			
SECTION 5	17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.			
	18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.			

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER	ADDRESS	DATE
<u>X S Rogers</u> Board of County Commissioners, Chairman	<u>360/875-9337</u>	<u>1216 W Robert Bush Drive</u> <u>X South Bend, WA 98586</u>	<u>3/10/2015</u>
SIGNATURE AND TITLE (APHIS Representative)	TELEPHONE NUMBER	ADDRESS	DATE
<u>Matt Alex Wildlife Specialist</u>	<u>503-997-2968</u>	<u>6135 NE 80th Suite A-8</u> <u>Portland, OR 97218</u>	<u>2/26/15</u>



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

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

REQUESTED MEETING DATE:

3/24/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

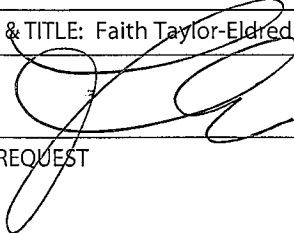
Review: ☐ Clerk of the Board
☐ Risk Management
☒ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 03.17.2015
NARRATIVE OF REQUEST	
<p>The Department requests the Professional Services Contract Amendment #1 with the Watershed Company be approved by the BOCC. The additional work that has been added to the contract went through an RFP process and the Watershed Company was the only proposal the County received.</p> <p>The Scope of Work has been updated with new responsibilities and an additional \$69,000 has been allocated for this work. The project is fully funded with grant funds from the Department of Ecology for the Shoreline Master Program update.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

RECEIVED
PACIFIC COUNTY
MAR 17 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

CONTRACT FOR PROFESSIONAL SERVICES
Between
Pacific County
and the
The Watershed Company
Amendment #1

WHEREAS, the Professional Services Contract between Pacific County and the Watershed Company (TWC) effective the 1st of February, 2015, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, there is a need to amend the scope of work of the contract to reflect additional work that was required for the Shoreline Inventory, Analysis, and Characterization Report; and

WHEREAS, there is a need to amend the total amount of funding available to reflect the additional work that is being requested of TWC;

NOW, THEREFORE, Section 1, "Services", and Section 2, "Compensation", are hereby amended as follows:

1. SERVICES: See Exhibit A "Amendment #1 Scope of Work" for the work to be performed.
2. COMPENSATION: The County agrees to pay to TWC up to but not exceeding \$69,000 to perform the services amended in Section 1 from the time period of February 1, 2015 through June 30, 2015.

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.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

The Watershed Company

Steve Rogers, Chair

A. William Way, President

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

AMENDMENT #1 PACIFIC COUNTY SHORELINE MASTER PROGRAM SCOPE OF WORK

Task 5 Shoreline Inventory, Analysis and Characterization

1. Prepare a final revision to the Shoreline Inventory and Characterization Report

The following tasks will be performed to address additional comments received from the Shoreline Planning Committee.

1. Supplement Willapa Bay discussion with more detail on landscape context and economic significance
2. Develop a new Ocean Assessment Unit. This would integrate materials provided by The Nature Conservancy.
3. GIS mapping and data checks, as requested
4. Supplement information related to risks from climate change; oil spills; and ocean energy
5. Supplement information related to bull trout; *Z. japonica*; and estuary loss
6. Add hyperlinks to references, where available

Assumptions:

1. We will complete the comment matrix and fix any grammatical/typographic errors.
2. Not all comments and recommendations from the Shoreline Planning Committee will be incorporated into the report, but where such deviations occur, they will be documented in the matrix.
3. Materials provided by The Nature Conservancy regarding the new Ocean Assessment Unit would be provided by April 1, 2015
4. Additional references will be added where supplemental information cites those references, but not all references on the additional reference list are expected to be cited. The additional reference list provided by the Shoreline Planning Committee may be added as an appendix.
5. No meeting time is included, but may include time for coordination with individuals to clarify meaning or intent of comments.
6. No further revisions will be required under this amendment.

Deliverables:

1. Final Revised Shoreline Inventory and Characterization Report
2. Completed comment/response matrix.

Due Date: May 1, 2015

Budget: \$9,000

Task 6 Draft Shoreline Master Program

B. Develop Updated Draft SMP

1. Prepare a complete gap analysis of the County's existing SMP

Exhibit A

Consultant will prepare a complete gap analysis of the County's existing SMP. This gap analysis will utilize the SMP Checklist to identify areas of the County's existing SMP which either no longer meet WAC requirements or are absent required components. The gap analysis would be utilized by the Shoreline Planning Committee (SPC) to help guide their work agenda.

Assumptions:

A gap analysis will be provided to the County for review and comment. A revised gap analysis is not anticipated. However, any suggested revisions to the gap analysis will be documented and saved with the original version. Any suggested revisions will be incorporated into the annotated draft SMP (Task 6.B.2)

Deliverables:

1. Gap Analysis using the SMP Checklist format.

Due Date: March 15, 2015 or two weeks following notice to proceed, whichever is later.

2. Prepare an annotated draft of the County's existing SMP

Consultant will prepare an annotated draft of the County's existing SMP which identifies the areas of the existing SMP which, at a minimum, need to be addressed by the SPC. Annotations will be provided based on:

- Areas noted in the gap analysis (i.e. WAC requirements)
- Areas noted in the shoreline analysis (i.e. recommendations)
- Other comments by the County or SPC
- Consultant's prior experience with other SMP Updates which may be beneficial to the County.

Deliverables:

1. Annotated version of the existing SMP

Due Date: March 31, 2015 or four weeks following notice to proceed, whichever is later.

3. SPC meetings

The SPC is expected to hold a series of meetings to discuss the gap analysis and the annotated draft of the existing SMP and provide input to the SMP Facilitator regarding the SPC's recommended changes needed for the SMP. The SMP Facilitator would assimilate these recommendations by topic area and deliver them to the County and Consultant for incorporation into an updated draft SMP (Task 6.B.4). Additional SPC meetings are expected to occur to review the full Preliminary Draft SMP during Task 6.C.

Assumptions:

1. The SPC will not be drafting policy and regulatory language but rather providing input and guidance to the County and Consultant
2. The Consultant will assist County staff by providing recommended language, as directed (Task 6.B.4)
3. The Consultant will not attend the SPC meetings
4. The County, Consultant, and SMP Facilitator will have bi-weekly conference calls to discuss SPC comments and necessary SMP revisions

Deliverables: None

Due Date: Ongoing

Exhibit A

4. Prepare Preliminary Draft SMP

The preparation of a Preliminary Draft SMP will be incrementally developed following each SPC meeting conducted under Task 6.B.3, addressing the SMP topic areas discussed by the SPC. Once the SPC has completed its initial review of all topic areas based on Tasks 6.B.1 and 6.B.2, the Consultant will deliver a revised SMP to County staff and the SPC for review and comment.

Along with the Preliminary Draft SMP, the Consultant will help the County to revise the existing environment designations map. This effort will include providing the County's GIS staff with an annotated map of suggested changes to the existing map via ArcGIS or Google Earth supported files.

Assumptions:

1. All initial SMP comments derived from Task 6.B.3 need to be received by the Consultant by May 15, 2015
2. All edits by the Consultant to the existing SMP will be prepared with tracked changes.
3. Due date is dependent upon SPC completion of the anticipated meeting schedule.

Deliverables:

1. Complete Preliminary Draft SMP for County staff and SPC review

Due Date: Complete Preliminary Draft SMP for County staff and SPC review anticipated May 31, 2015

C. Assemble Draft SMP

Following completion of Task 6.B.4, the SPC is expected to convene for additional meetings to discuss the full Preliminary Draft SMP. The SMP Facilitator will provide the Consultant with a list of recommended changes based on SPC comments. The Consultant will assemble the tracked changes version of the working draft into a complete Preliminary Draft SMP for submittal to Ecology for review and comment and for subsequent public review and comment. This package to Ecology will include a complete SMP Submittal Checklist.

Assumptions:

1. The Consultant will need to receive all comments and suggested edits from the County and the SPC by June 19, 2015 in order to provide a complete submittal package to Ecology by June 30, 2015.

Deliverables:

1. One hard copy and one digital copy of the Preliminary Draft SMP for submittal to Ecology for review and comment.
2. One digital draft of an updated SMP Submittal Checklist for submittal to the County.

Due Date: Preliminary Draft SMP for Ecology review due June 30, 2015

Total Task 6 Budget: \$60,000

Future Tasks: it is expected that additional tasks will be required after June 30, 2015, but they are not included in this contract amendment. Future tasks under a separate contract amendment may include:

1. Public open houses in summer 2015 to review the Preliminary Draft SMP
2. SPC meetings to review Ecology and public comment
3. Revision to the Preliminary Draft SMP based on Ecology, County, SPC and public comments
4. Planning Commission and Board of Commissioners meetings/hearings
5. Assistance with the local adoption process, including SEPA and responses to public comments.

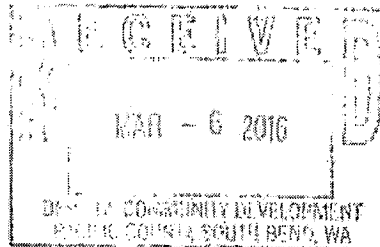


THE
WATERSHED
COMPANY

TRANSMITTAL

Date: March 4, 2014

To: Pacific County
Faith Taylor-Eldred
Community Development
PO Box 68
1216 W. Robert Bush Drive
South Bend, WA 98586



Re: Professional Services Agreement

We are sending you:

# Copies	Description
1	Professional Services Agreement

Via Mail ☒ Delivered ☐

Via Fax ☐ (# pages: _____)

Remarks:

Enclosed is the signed copy of the Professional Services Agreement and a copy of the certificate of insurance.

Please let me know, if you have any questions.

Thank you,
Christi Hallman
Project Administrator

Copy
to:

Signed: *Christi Hallman*

Agreement for Professional Services

This Agreement, dated as of 2/25/2014, is entered into by and between the Pacific County ("client") and The Watershed Company, ("consultant").

Section 1. The Services

- 1.1 Consultant shall perform the services described in the attached Scope of Work (Exhibit A), which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the consultant under this Agreement are sometime collectively referred to in this Agreement as "Services".
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

- 2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by client.

Section 3. Compensation

- 3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant \$185,263.00. This compensation is described in the Scope of Work (Exhibit A).
- 3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for Professional Services performed during the preceding period. Each of Consultant's invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.
- 3.3 Client shall pay each of consultant's invoices within thirty (30) days.

Section 4. Performance by Consultant

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.
- 4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").
- 4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.
- 4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of client, but the making of (or failure or delay in making) such inspection or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 Consultant shall promptly furnish client with such information related in Service as may be requested consultant.

Section 7. Proprietary and Confidential Information

- 7.1 This Agreement is subject to the Public Records Act governed by RCW 42.56.

Section 8. Indemnities and Hold Harmless

- 8.1 In accepting this Agreement, the Consultant, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the Client 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 from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the Consultant or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the Client, its officers, its employees, or any combination thereof, the Consultant, including its successors or assigns, shall to the extent of their negligence/fault, 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 Client, its officers, its employees, or any combination thereof.

Section 9. Workers' Compensation and Insurance

- 9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

- 9.2 The Consultant shall maintain, and upon request of the Client, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 (min of \$1,000,000) or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The Consultant must name the Client as an additional insured. The Consultant agrees that its liability insurance shall be primary and non-

contributory to the Client's and that Consultant's liability insurance policy shall so state.

The Consultant shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

Section 10. Changes

- 10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).
- 10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that

such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

The Watershed Company
750 6th Street South
Kirkland, WA 98033
(425) 822-5242
(425) 827-8136

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of consultant under Section 6, 7, 8, 9, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County.
- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

Pacific County:

Printed Name: Steve Rogers

Title: Board Chair

Signature: SR

Dated: 2/25/14

The Watershed Company:

Printed Name: A. William Way

Title: President

Signature: A. W. Way

Dated: 3/3/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael J Hall & Company 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company CA License #0792445 PHONE: (A/C No. Ext.) 360-598-3700 E-MAIL: certificates@hallandcompany.com ADDRESS: certificates@hallandcompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTEFORD CAS.INS.CO	NAIC # 29424
		INSURER B: SENTINEL INS.CO LTD	11000
		INSURER C: UNDERWRITERS AT LLOYDS LONDON	15792
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1797116287

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		52SBALG6505	9/30/2013	9/30/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> OCP/XCU/BFPD					
	<input checked="" type="checkbox"/> Cross Liability					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		52UECJR5898	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Eq accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	52SBALG6505	9/30/2013	9/30/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED <input checked="" type="checkbox"/> RETENTION \$10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	52SBALG6505	9/30/2013	9/30/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER WA Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Professional Liab Claims Made		1312388100/013	9/30/2013	9/30/2014	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

Attn to: Faith Taylor-Eldred
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Pacific County 1216 Robert Bush Dr. P.O. Box 68 South Bend WA 98586	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 468

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Michael J Hall & Company		NAMED INSURED The Watershed Company 750 6th Street South Kirkland WA 98033
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Project/Job Name: Pacific County SMP
Other Additional Insured Are: Pacific County, its officers and employees

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. — Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after Issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it - that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:



a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. — Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. — Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.



STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Coverage form SS 04 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 08 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Coverage	Limit
Accounts Receivable – On/Off-Premises	\$ 25,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Computers and Media	\$ 10,000
Debris Removal	\$ 25,000
Employee Dishonesty (including ERISA)	\$ 10,000
Fine Arts	\$ 10,000
Forgery	\$ 10,000
Laptop Computers – World-Wide Coverage	\$ 5,000
Off Premises Utility Services – Direct Damage	\$ 10,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	\$ 10,000
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 1,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 15,000
Temperature Change	\$ 10,000
Tenant Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 2,500
Valuable Papers and Records – On/Off-Premises	\$ 25,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 20,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 15,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 10,000/7 days
Business Income from Dependent Properties	\$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
 - (2) Subsequent to the execution of such written contract, and
 - (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply
- If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:
- (a) The limits of insurance specified in the written contract or written agreement; or
 - (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a.Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

EXHIBIT A PACIFIC COUNTY SHORELINE MASTER PROGRAM SCOPE OF WORK

Task 1: Project Coordination

As necessary throughout the length of the project, Consultant shall coordinate with the County, the Department of Ecology, and other state agencies, tribes, etc., and participate in project meetings as needed. In addition, the Consultant shall consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, environmentalists, and organizations with special expertise representing these interests. This basic project management time and internal coordination, including preparation of the Consultant's quarterly progress reports, is included within Tasks 1-8. Requests from the County for additional services, which may include further GIS analysis/mapping or extra meeting attendance, would be conducted on an as-needed basis and covered under a contingency of \$5,000 in each of Tasks 6 and 10.

Assumptions:

1. Consultant shall assist the County in coordinating with adjoining jurisdictions, state and federal agencies, and Indian tribes.
2. The County will lead the assembly of any and all working groups, coordinate all meetings, including preparation of agendas, participant and public notification, designation of meeting times and locations, and distribution of materials.
3. Consultant may provide technical assistance at requested meetings, as identified in this scope of work, and provide material content as needed.
4. The County shall be responsible for maintaining an active project website to assist with public outreach and notification, including the posting of documents and maps.
5. Consultant shall assist with providing website technical material content.
6. County will complete and submit all SMP Submittal Checklists by task.
7. The County shall attend Ecology-sponsored coordination meetings and coordinate all official submittals to Ecology throughout the contract period.

Deliverables:

1. Documents shall be prepared as MS Word 2010 document files suitable for printing on 8.5" x 11" white, recycled paper equivalent in weight to 20 lb. bond, margins of no less the 1 inch, and printed on both sides.
2. Maps shall be transmitted as ".pdf" files or as other acceptable digital formats. These maps may be printed at 8.5" x 11", 8.5" x 14" or 11" x 17" paper, but may be scaled to 22" x 34" plan sheets for improved viewing. Digital maps and other technical reports will be made suitable for posting on the County project website.
3. GIS. Consultant shall coordinate with county and Ecology's GIS offices in an effort to promote compatibility and to encourage sharing of geospatial data.

a. To facilitate data sharing, Ecology utilizes the following standards:

Ecology's GIS Standards	
ESRI's ARC/INFO	Current version
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN

Exhibit A

Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, DLG and/or DXF, shapefiles
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

- b. Consultant shall submit copies with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.
4. Monthly invoices and quarterly progress reports shall be provided by Consultant in both digital and hardcopy formats consistent with the State reporting requirements in the Grant Agreement.

Due Date: Ongoing throughout the project.

Task 1 Budget: Costs are included in the budget for each Task.

Task 2 [BLANK]

Task 3 Public Participation Plan

The County will prepare a draft public participation plan that identifies specific objectives, outreach strategies, key parties (e.g. working group, planning commission, elected officials, shoreline property owners, state and federal agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities.

Assumptions:

The County shall prepare the draft Public Participation Plan.

Anticipated Number of Meetings by Consultant: None

Deliverables by Consultant: None

Due Date: N/A

Task 3 Budget: \$0

Task 4 Preliminary Assessment of the Shoreline Jurisdiction

The County will map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area may be refined during later tasks. The County prepared map of preliminary jurisdiction will include:

Exhibit A

1. Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance, and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
2. Rivers and streams with mean annual flow over 20 cubic feet per second.
3. Lakes and reservoirs exceeding 20 acres.
4. Marine shorelines.
5. Associated wetlands of these areas.
6. Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas up to 200 feet landward of the floodway where floodplain is present.

As required by Ecology, the County will also consider the following optional areas for inclusion in the SMP

1. Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
2. Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).

If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

Assumptions:

1. The County shall provide draft preliminary jurisdiction maps and related materials

Anticipated Number of Meetings: None

Deliverables: None

Due Date: N/A

Task 4 Budget: \$0

Task 5 Shoreline Inventory, Analysis and Characterization

A. Conduct shoreline inventory

Consultant will work with County staff, State and Federal agencies, and other stakeholders and interested parties to compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information as follows:

1. Prepare a draft list of potential inventory data sources for review by the County to help guide the gathering of information.
2. Prepare a Request for Information Letter and draft distribution list for the County to send to prospective interested parties and stakeholders.
3. Produce a shoreline inventory Map Folio per Ecology requirements. Map scales may vary depending upon location, intensity of land use or landscape processes.
4. Collect the following information to the extent that such information is relevant and reasonably obtainable:
 - i. Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the County's jurisdiction.
 - ii. General location of channel migration zones, floodplains, and the floodway.
 - iii. Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
 - iv. Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
 - v. Degraded areas and sites with potential for ecological restoration.

Exhibit A

- vi. Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- vii. Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- viii. Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- ix. Archaeological and historic resources in shoreline jurisdiction.

Assumptions:

1. Compilation of inventory resources will predominantly involve the digital and postal transfer of information. Maps will primarily incorporate existing digital data only.
2. Field reconnaissance is not anticipated, but may be conducted to verify questionable locations upon request.
3. If necessary, the County shall prepare one set of comments on the draft Map Folio and data sources.

Anticipated Number of Meetings: One kick-off meeting with the County's project team.

Deliverables:

1. One digital copy of a draft Information Request letter and distribution list for use by the County.
2. One digital copy of a working draft of the Map Folio and list of data resources for review and comment by the County.
3. One digital copy of a final draft of the Map Folio and list of data resources for review and comment by the County.
4. One digital copy of the draft list of inventory data sources and working maps for submittal to Ecology for review and comment.

Due Date: April 30, 2014

B. Conduct shoreline analysis

Consultant, in cooperation with the County, shall conduct an analysis of shorelines within the jurisdiction of the County resulting in a shoreline inventory and characterization report. The report will define the ecological functions of the jurisdictional shorelines, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions.

Consultant shall conduct an analysis of the inventory information and data collected in Task 5A as it relates to development of an effective SMP. This includes developing a characterization of the ecosystem processes and shoreline functions; identifying opportunities for shoreline protection and restoration, identifying current and potential public access sites, and conducting a shoreline use analysis. Consultant will also identify potential measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.).

1. Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- a. Present the geographic context for shoreline jurisdiction areas—with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- b. Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)

Exhibit A

- c. Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- d. Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2. Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- a. Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- b. Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the County's shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

3. Conduct Shoreline Use Analysis

- a. Identify current patterns of land uses in shoreline areas.
- b. Identify likely shoreline uses and estimate future demand for shoreline space.
- c. Identify opportunities for SMA preferred uses and potential use conflicts.

4. Analyze opportunities for public access

Identify current public access sites and opportunities for future access sites.

Assumptions:

Level of analysis is dependent upon inventory information and data collected in Task 5A.

Anticipated Number of Meetings: None anticipated at this stage

Deliverables: See Task 5B.5

Due Date: See Task 5B.5

5. Prepare shoreline inventory and characterization report

Consultant shall prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- a. Present the geographic and jurisdictional context for the SMP.
- b. Characterize ecosystem processes and functions.
- c. Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - i. Protecting intact and restoring degraded ecological processes and functions.
 - ii. Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - iii. Providing public access.
 - iv. Accommodating appropriate water-oriented uses.
- d. Identify potential use conflicts to inform environment designation and allowed use decisions.
- e. Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- f. Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

Exhibit A

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/town location in the state and delineating county/town and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps will also indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of existing and potential public access to shorelines.

Assumptions:

1. The County shall provide information as needed to support the Consultant's effort.
2. Consultant shall provide content materials for any attended meetings.
3. The County shall provide one set of comments on the 1st draft Shoreline Inventory and Characterization Report including Map Folio.
4. The County shall provide one set of comments on the 2nd draft Shoreline Inventory and Characterization Report including Map Folio.

Anticipated Number of Meetings:

- One meeting with the County project team
- Up to two public meetings to present the Shoreline Inventory and Characterization Report including Map Folio at public events or open houses.

Deliverables:

1. One hard copy and one digital copy of the 1st draft Shoreline Inventory and Characterization Report and Map Folio for review and comment by the County.
2. One hard copy and one digital copy of the 2nd Shoreline Inventory and Characterization Report and Map Folio for submittal to Ecology for review and comment.

Due Dates:

- 1st Draft: June 30, 2014
2nd Draft: October 31, 2014

Task 5 Budget: \$114,648

Task 6 Draft Shoreline Master Program

A. Conduct community visioning process

The County will lead and conduct all aspects of the community visioning process.

Anticipated Number of Meetings: None anticipated at this stage

B. Develop general SMP goals, policies and optional regulations

The County will lead and conduct all aspects of the preparation of general shoreline goals and policies that are applicable throughout the areas within shoreline jurisdiction.

Anticipated Number of Meetings: None anticipated at this stage

C. Develop environment designations

The County will lead the review and amendment of environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization report.

Exhibit A

The County shall prepare draft maps illustrating the shoreline designation boundaries. Narrative rationale, if necessary, describing reasons for maintaining or changing the designations shall be provided by the County.

Anticipated Number of Meetings: None anticipated at this stage

D. Develop environment-specific shoreline use and modification policies, regulations and standards

The County will lead and conduct all aspects of the review and amendment of policies and regulations for all uses discussed in the Ecology SMP Guidelines, and shoreline modifications.

Anticipated Number of Meetings: None anticipated at this stage

E. Develop SMP administrative provisions:

The County will lead and conduct all aspects of the preparation of updated draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement.

Anticipated Number of Meetings: None anticipated at this stage

Task 6 Contingency: \$5,000

Task 7 Prepare cumulative impacts analysis:

Consultant shall take the lead in evaluating and analyzing draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

Assumptions:

1. The County shall provide information, as available, to support the cumulative impacts analysis. This may include an evaluation or documentation of related permit history, known expected developments, future planned restoration or enhancement projects, or similar information helpful to assess cumulative future impacts.
2. The County shall provide one set of review comments on a preliminary draft of the cumulative impacts analysis report and a second round of comments on a second draft report, if needed.

Anticipated Number of Meetings: One meeting with the County project team.

Deliverables:

1. One hard copy and one digital copy of a draft preliminary cumulative impacts analysis report for review and comment by the County.
2. One hard copy and one digital copy of a preliminary cumulative impacts analysis (1st draft) of the SMP demonstrating how no net loss of ecological functions will be achieved for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised cumulative impacts analysis (2nd draft) of the SMP, if needed, demonstrating how no net loss of ecological functions will be achieved for submittal to Ecology for review and comment.

Due Date: 1st Draft due June 30, 2015
2nd Draft due November 30, 2015

Task 7 Budget: \$29,945

Task 8 Prepare Restoration Plan

Based on the Inventory and Characterization report, the Consultant shall lead the development of a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration plan should include:

1. Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
2. Goals and priorities for restoration of degraded areas and impaired ecological functions.
3. Existing and ongoing restoration projects and programs.
4. Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
5. Times and benchmarks for achieving restoration goals.
6. Mechanisms to ensure that restoration projects and programs will be implemented.

Consultant, with County assistance, will coordinate with organizations conducting or planning restoration work in order to develop restoration strategies. The restoration plan will identify overlaps in how and where restoration work is being conducted. An implementation strategy will include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP. The Restoration Plan is expected to be incorporated into the final Shoreline Master Program.

Assumptions:

1. The County will assist the Consultant in coordinating with local organizations, tribes, or other interested parties, as needed.
2. The County shall prepare one set of review comments on the draft Restoration Plan.

Anticipated Number of Meetings: One meeting with the County project team.

Deliverables:

1. One hard copy and one digital copy of a draft Restoration Plan (1st draft) and implementing strategy for review and comment by the County.
2. One hard copy and one digital copy of a draft Restoration Plan (1st draft) and implementing strategy for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised Restoration Plan (2nd draft).

Due Dates:

1st Draft due October 31, 2014

2nd Draft due January 30, 2015.

Task 8 Budget: \$24,625

Task 9 No Net Loss Report

Prepare a report that demonstrates how no net loss will be achieved.

Consultant shall prepare a report that demonstrates how the recommended shoreline management measures in Tasks 5 and 6, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

Assumptions:

The County shall review and provide one set of comments.

Anticipated Number of Meetings: One meeting with the County project team.

Deliverables:

1. One digital copy of a draft report that demonstrates how no net loss will be achieved through SMP implementation for review and comment by the County.

Exhibit A

2. One hard copy and one digital copy of a report that demonstrates how no net loss will be achieved through SMP implementation for submittal to Ecology.

Due Date: January 31, 2016

Task 9 Budget: \$6,045

Task 10: Local Shoreline Master Program Adoption

Consultant will be available upon request for additional services necessary to support the County in the adoption process. A separate contingency line item has been allocated to account for any such unforeseen needs.

Task 10 Contingency: \$5,000

Project Expenses

All expenses are included within the Tasks outlined above, estimated at 5% of project costs. These include mileage and other travel related expenses, standard State per diem rates, supplies, printing/plotting, and other reprographic services for production of deliverables as stipulated above.

Consultant Project Budget

Total:	\$175,263
Contingency (Tasks 6 and 10):	<u>\$ 10,000</u>
	\$185,263



REQUESTED MEETING DATE:

3/24/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

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: <u>Vegetation Management</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE: <u>Jeff Nesbitt</u>	DATE: <u>3/6/15</u>
NARRATIVE OF REQUEST <u>Requesting approval from BOCC to reappoint Bob Rose as District 4 representative on the Pacific County Noxious Weed Control Board.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

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 #:		
				Initial:	Date:	
<input type="checkbox"/>	SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS					
<input type="checkbox"/>	NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/>	DEFERRED TO:		Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/>	CONTINUED TO DATE:		TIME:		<input type="checkbox"/>	Risk 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"/> 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: <u>Noxious Weed Control Board</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt - Director</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE: <u>Jeff Nesbitt</u>	DATE: <u>3/15/15</u>
NARRATIVE OF REQUEST <u>Requesting that the Board appoint Warren Cowell as Noxious Weed Control Board representative in Weed District #5. Included: Warren's completed nomination petition.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**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, March 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

126361 thru 126451 \$ 338,782.08

Warrants Dated: March 13, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

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

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

As of this date, March 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

126452 thru 126533 \$ 174,210.25

Warrants Dated: March 20, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

MAR 20 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, February 10, 2015

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Joyce Kidd, Auditor
Scott Johnson, Sheriff
Mary Goelz, Director of Health & Human Services
Amanda Bennett, Confidential Secretary

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jim O'Hagan

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

PUBLIC COMMENT - None

CONSENT AGENDA (Item A)

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

Approve regular meeting minutes of January 27, 2015

Approve Rainbow Valley Landfill Vouchers:
Broadband Environmental Services - \$1,500
City of Raymond - \$3,655
PUD #2 - \$86.56
Royal Heights Transfer Station, Inc. - \$6,225.66
Dragon Analytical Laboratory - \$4,281

MEETING CLOSED – 9:01AM

SIGNATURES ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PROCEEDINGS

9:00 AM
Tuesday, February 10, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:00AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Joyce Kidd, Auditor
Scott Johnson, Sheriff
Mary Goelz, Director of Health & Human Services
Amanda Bennett, Confidential Secretary

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jim O'Hagan

PUBLIC COMMENT

Mr. O'Hagan prepared a letter regarding an initiative asking for support.

CONSENT AGENDA

Commissioner Wolfe requested the removal of Item #1 from the Consent Agenda.

CONSENT AGENDA (Items 2-10)

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

Health & Human Services Department

**Approve Amendment #13 to County Program Agreement #1163-27318 with
DSHS-Department of Behavioral Health & Recovery; authorize Chair to
sign**

Assessor's Office

Approve disposal of non-functioning Samsung camera

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

General Administration

Approve inventory items being transferred, disposed of, and removed from inventory for the Clerk's Office, Risk Management, Community Development WSU Extension, South District Court, and General Administration

Boards & Commissions

Approve the reappointments of Eric deMotigny and Scott Turnbull to the Planning Commission; Paul Philpot to the Pacific Mountain Workforce Development Council; and reappointment of Michael Spencer and Anne Steele to the Solid Waste Advisory Committee

General Business

Vendor Claims:

Warrants Numbered 125767 thru 125874 - \$141,476.02

Approve January, 2015 payroll; total employees: 174; total payroll: \$724,477.28

Approve regular meeting minutes of January 27, 2015

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

FYI – Memorandum from Dr. Edstam regarding Delegation of Authority Assigned; being reviewed by the Prosecuting Attorney

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve purchase capital expenditures items from the ER&R Fund 502/Communications Division in the amount of \$61,00, subject to adequate budget appropriations

Approve request to “piggyback” on Clark County contract with Albina Asphalt for CRS-2P oil, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve the appointment of Phil Martin and Ken Wiegardt and remove Leslie Brophy, Cheri Diehl, Scott Turnbull, and Larry Warnberg from the Shoreline Planning Committee

Consider approval of request to issue Request for Proposal of update of the

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Critical Area and Resource Lands Ordinance No. 147, 147A, and 147B-
DEFERRED

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

Consider approval of Health Care Authority Contract #K1413 for Medicaid Administrative Match program and reimbursement; authorize Chair to sign-
DEFERRED

ITEMS REGARDING WSU EXTENSION

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

Acknowledge receipt of notice of transfer of Administrative Asst. II Jeannie Briscoe, effective February 17, 2015 and will workshop the request to post vacant position

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve appointment of Jeannie Briscoe to fill vacant Administrative Asst. II position, effective February 17, 2015, Grade 9 Step 4, 0.75FTE, subject to adequate budget appropriations

ITEMS REGARDING SUPERIOR COURT

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

Adopt Resolution 2015-007 recognizing and authorizing purchase from a "Single Source of Supply" and approve the purchase of passive IP recording to add to the existing Stancil logging recording system in the amount of \$5,010, not including sales tax, subject to adequate budget appropriations; noting this was not a budgeted item and will be paid from Fund 197

ITEMS REGARDING SHERIFF'S OFFICE

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

Deny request to include 2002 Ford F150 in ER&R

Approve request to install phone in DPW/IT office for use by Jared Capps, IT and the extension will be retired Deputy Scott Hamilton's

Deny request to hire additional personnel in the amount of \$252,748 (including nine months of salary, benefits, uniforms, and academy) for one Clerk/Secretary, one Corrections Officer and three entry level deputies

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Deny request to remodel South County Administration Facility for evidence storage in the amount of \$8,251 plus sales tax

ITEMS REGARDING PROSECUTOR'S OFFICE

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

Approve submission of WA State STOP Formula STOP Grant submittal and authorize Prosecutor to sign; and approve restoration of AA II to 1.0 FTE and out of class pay subject to grant funding being received

ITEMS REGARDING GENERAL BUSINESS

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

Approve Intergovernmental Contract for Services with Health & Human Services Department to assist with the implementation of the County's 10-Year Plan to Reduce Homelessness

Approve Contract for Services with Pacific County EDC to provide technical advice and assistance to promote economic growth and development

Approve Interlocal Agreement with the City of South Bend for a short term loan from Cumulative Reserve Fund #197 for repayment for purchase of dispatch radio equipment upgrade/replacement

Approve Vendor Claims, Warrants Numbered 125875 thru 125950 in the amount of \$253,231.63, subject to adequate budget appropriations

EXECUTIVE SESSION – None held

CLOSED

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, February 24, 2015

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Joyce Kidd, Auditor
Scott Johnson, Sheriff
Mary Goelz, Director of Health & Human Services
Amanda Bennett, Confidential Secretary

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jim O'Hagan

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

PUBLIC COMMENT - None

MEETING CLOSED – 9:01AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PROCEEDINGS

9:00 AM
Tuesday, February 24, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:00AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Joyce Kidd, Auditor
Scott Johnson, Sheriff
Mary Goelz, Director of Health & Human Services
Amanda Bennett, Confidential Secretary

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jim O'Hagan

PUBLIC COMMENT

CONSENT AGENDA (Items 1-3)

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

Sheriff's Office

**Approve Amendment A to Contract #E15-018 with WA State Military
Department; authorize Chair to sign**

General Administration

**Approve disposal and transfer of inventory items for the Treasurer's Office,
Prosecutor's Office and Sheriff's Office**

General Business

Vendor Claims:
Warrants Numbered 125951 thru 126055 - \$145,789.76

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Award Chip rock Bid No. 2015-01 to Naselle Rock & Asphalt Co. at a rate of \$20.50/ton *(Other bids received from Lodestone of Bay Center in an amount of \$24.25/ton and from Northwest Rock of Aberdeen in an amount of \$22.75/ton)*

Approve purchase of two pairs of Automated Flagger Assistance Devices (AFAD) from Coral Sales Co. in an amount of \$16,687.44, subject to adequate budget appropriations

Approve purchase of a 135 excavator through the Houston-Galveston Area Council Cooperative Purchasing Program (HGAC-Buy) in an amount of \$94,650, including sales and use tax, subject to adequate budget appropriations

Approve Digital Submittal Certification County Road Administration Reports for 2014 and authorize Chair to sign

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve issuance of Request for Proposal of update of the Critical Area and Resource Lands Ordinance No. 147, 147A, and 147B

ITEMS REGARDING JUVENILE COURT SERVICES

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

Approve posting and advertising (if needed) of vacant Casual Legal Assistant position in accordance with Local 367C Collective Bargaining Agreement up to 39 hours per month, subject to adequate budget appropriations and return with request to hire

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve Interdepartmental Agreement with Department of Public Works for Vegetation Control on County Road Right of Ways

ITEMS REGARDING TREASURER'S OFFICE

Consider approval of request to sell tax title property-**DEFERRED**

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

ITEMS REGARDING SUPERIOR COURT

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

Approve request for out of class pay for Assistant Court Administrator, effective January 1, 2015, Grade 12 Step 3 (\$20.80/hour) while working in capacity as Court Administrator, subject to adequate budget appropriations

Approve Interpreter Service Contract with Pete Hinton, subject to adequate budget appropriations

ITEMS REGARDING RISK MANAGEMENT

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

Acknowledge Claims for Damages #2015-02-001 and refer to Risk Manager for investigation

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution No. 2015-008 regarding certification of fy2015 Inventory

Approve Contract for Services with Port of Ilwaco for the Halton Development project as recommended by Pacific Council of Governments in the amount of \$25,000 from Fund 126, noting a supplement will be required

Approve Interlocal Agreement with Fire District #3 and Fire District #4 for a short term loan from Cumulative Reserve Fund #197 for repayment for purchase of dispatch radio equipment upgrade/replacement

Approve Public Official Bond for Clerk of Superior Court

Approve Collective Bargaining Agreement for January 1, 2014 through December 31, 2015 with Teamsters Local 252 C and WA Teamsters Welfare Trust Subscription Agreement and authorize Chair to sign

Adopt Resolution No. 2015-009 amending the Policy Manual and establishing the Global Positioning System (GPS) Program Implementation Policy

Approve Vendor Claims, Warrants Numbered 126056 through 126202 in the amount of \$166,000.85, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Don Corcoran, Teresa Bryan, John Bageant, Ron Black, Bob Coty, Charles Benedict and Ron Willis to the Veterans Advisory Board

EXECUTIVE SESSION –None

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

OTHER BUSINESS FOR FILING

Copy of letter to WA State Fish and Wildlife regarding management of Willapa Bay

Cancellation Notice of Bond for Virginia Leach and Marilyn Staricka

Notes from Community Forum held February 10, 2015 at the Commissioners' Meeting Room

Memorandum from Judge Sullivan regarding Office Space

Memorandum from Judge Sullivan regarding out of class pay for Angie Gilbert

Memorandum from Judge Penoyar regarding State v. V. Johnson and potential non-debatable

Special Occasion License issued to Lewis-Pacific Swiss Society from the WA State Liquor Control Board

Copy of memorandum from Commissioners regarding the Willapa Harbor "Know and Grow"

Copy of Arbitration Award regarding dispute between Pacific County and Teamsters Local 252

Copy of letter sent to Hans Dunshee, Jim Honeyford, Brian Blake, Brian Hatfield and Dean Takko regarding Support of WA Coast Restoration Initiative

Acknowledgement of Notice of the Pacific County Retirement Incentive Plan received from Debbie Bannish, Jack Fauver, Bob Hazen, Coni Ruddell, Jan Wilson, Janet Murray, and Charla Joe Clifton

Notice of Withdrawal from Frank Hodel regarding Agreement and Release for Retirement Incentive Plan

Letter from Candice Mead regarding Whealdon Street in Ilwaco



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:

3/24/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 3/17/2015

NARRATIVE OF REQUEST

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

Confirm authorization of exception to the Personnel Policy to make the Shared Work Program available to salaried employees whose FTE has been reduced

3/24/15 mtg

(8)

Years of Service Report March 2015

Total Years of Service 25

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Timothy J. Crose	3/5/1990	3/1/1990	CROST

Tuesday, November 25, 2014 - Emailed Amber - KB

Page 1 of 1

3/6/15 C: Lisa - KB



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

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

REQUESTED MEETING DATE:

March 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 3-13-15

RECEIVED
PACIFIC COUNTY

NARRATIVE OF REQUEST

MAR 13 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Request permission to advertise the position of Engineering Technician/GIS Assistant, grade 10 internally to those eligible members within Local 367C. If no candidates are forthcoming, I request permission to advertise locally for a viable candidate.

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

PACIFIC COUNTY**POSITION DESCRIPTION**

POSITION: Engineering Technician/GIS Assistant
OFFICE/DEPARTMENT: Public Works
REPORTS TO: Section Manager
UNION STATUS: Represented by Local 367-C
SALARY GRADE: 10
DATE LAST REVISED:

1.0 PRIMARY FUNCTION AND PURPOSE

Performs moderately complex tasks in assisting those of higher classifications to perform engineering services activities.

Assist in maintaining the integrity of the GIS system and associated database functions. Works to improve the overall performance and functionality of this system. Provides computer aided drafting and design (CADD) base drawings for public works projects. Provides support and assistance to engineering staff with GIS data and maps.

2.0 ORGANIZATIONAL RELATIONSHIPS**2.1 Supervision Received**

Persons in this position are expected to perform the essential duties and responsibilities defined in Section 3.0 under the supervision of the various department managers.

2.2 Supervision Exercised

May serve as lead worker over other personnel as assigned.

3.0 ESSENTIAL DUTIES AND RESPONSIBILITIES

Gathers and analyzes data for design and control of construction and maintenance projects. Conducts materials testing and inspections of construction projects.

Assists in the preparation and/or evaluation of boundary descriptions for real properties of County interest.

Assists in conducting title research and field surveys to determine the rights-of-way possessed by the County.

May act as lead person in survey crews conducting land, map making and construction surveys with complex instruments and tools.

May examine new lot development, including subdivisions, sort and log plats, for conformance with subdivision regulations, road standards, surface-water standards or other technical engineering standards.

May serve as inspector at crushing plants, asphalt plants and concrete plants to assure quality control of materials; writes and receives documentation for quantities.

Assists in coordination and production and design of GIS maps, reports, and related data products which present, summarize and illustrates visual data in a way that effectively meets the objectives of common GIS users (county departments, public and private organizations). Integrates data from databases obtained from local and regional governments for use in County GIS applications. Performs spatial digital database construction from a variety of formats including but not limited to, coordinate geometry, delimited text, and digitizing. Performs quality control checks and database integrity functions.

Works with GIS staff to implement prescribed spatial data standards and methods for the creation and maintenance of new data and applications. Performs digital analysis of spatial data for analysis purposes. Designs and refines GIS applications to meet project requirements. Creates program language that automates or performs specific GIS geo-processing and analysis tasks, such as overlay analysis transformation, geo-coding, buffering, dissolving, and eliminating.

Performs inspections and provides various other types of assistance involved in the planning and completion of public works projects.

Selects and clears sites for survey equipment and clears lines for traversing and leveling.

Operates surveying equipment and distance measuring equipment. Records field notes, performs routine field note computations, assists with other calculations involving trigonometry and geometry. Performs data collection.

Sets construction lines and grades for County projects.

Undergoes training in office duties; reduces field notes, calculates elevations, computes coordinates, plots cross sections, computes embankment and excavation quantities, with shrink and swell factors.

Gathers field data and performs traffic counts using information obtained to update road log and pavement management system.

Supports engineering and public works design functions. Example tasks include preparing contour and topographic maps, plans, profiles, cross sections, mass diagrams and other data; computing grades, curves, areas, material and quantities; checking and reviewing work of other drafters and technicians as necessary; assisting in performance of minor structural design.

Prepares environmental reports and required permits for public agencies, in accordance with SEPA and NEPA guidelines for county projects.

Assists in the preparation of preliminary engineering reports, specifications, contract documents, cost estimates and material take offs for public works related projects in compliance with federal, state and county requirements; utilizes modern computer equipment and applicable computer-related software.

Assists in the review of plans and specifications for construction projects; prepares notes for construction staking.

Assists in monitoring and inspecting the work of contractors to ensure project adherence to plans and specifications and any applicable rules and regulations. Inspects in-progress contracts, conducts materials tests, oversees field testing and performs final inspections. Understands and implements federal and state regulations for federally funded projects. Confronts contractors about noncompliance when necessary.

Operates modern engineering and surveying equipment, calculators, computers and software.

Operates County vehicles, serves as flagger and/or pilot car driver.

Loads and unloads equipment, cleans and maintains surveying equipment.

Keeps daily logs and searches records for data and information needed for current or proposed engineering services tasks.

Conducts and/or assist in Bridge inspections.

Other related duties as assigned.

4.0 PERIPHERAL DUTIES

Fills in for minor building inspector duties as needed, schedules work activities of lower level technicians and performs related duties as assigned.

May be called upon to perform engineering inspection of subdivisions and other plat roads, drainage, etc. during design and construction to assure their conformance to County rules and regulations.

Peripheral duties include CADD tasks described as follows: Performs drafting and design for various engineering tasks and projects. Requires thorough knowledge of applicable equipment, tools, methods and procedures of CADD, including current release of AutoCAD, large format plotters, digitizing tablets, large format scanners, Windows operating systems, and similar hard and soft ware. Performs design and drafting CADD work related to road construction and maintenance projects.

Manipulates data electronically to produce base mapping and working drawings for project designs. Prepares and plots finished drawings, including plans, profiles and detail drawings, showing all pertinent features and proposed elements such as right-of-way, finished grades, proposed facilities, for public presentation.

Provides backup for related positions.

Attends related seminars and workshops.

5.0 MINIMUM QUALIFICATIONS

5.1 Education and Experience

Associate's degree (A.S.) in engineering (civil, agricultural, geotechnical, environmental, mechanical, forestry or a closely related field) from accredited two-year college; **OR** a high school diploma or equivalent with demonstrated equivalent combination of post-secondary education and/or experience which provides the applicant with attributes defined in Section 6.0.

Graduation from an accredited college or university with a minimum two year degree in a related field; coursework must include training in skills relevant to government planning, land use, cartographic mapping, surveying, geographic information systems, earth science, database management, CADD, surveying and/or computer technology; and one (1) year of working experience in GIS and CADD operations, including data capture, database management, data analysis and map and report generation; or demonstrated equivalent combination of education and/or experience which provides the applicant with attributes defined in Section 5.3. Specific course or intern work in GIS operations may be considered toward meeting the experience requirement.

5.2 Certificates, Licenses, and Registrations

Valid Washington State Driver's License or ability to obtain same within 60 days. Employment authorization to work within the United States and ability to verify same within three (3) business days of hire to comply with Section 274A of the Immigration Reform and Control Act.

6.0 Required Knowledge, Skills and Abilities

Some knowledge of civil engineering practices and principles which apply to public works construction methods, maintenance requirements and safety principles; and the rules and state laws related to engineering, surveying and the Uniform Building Code.

Working knowledge of the concepts of civil engineering, drafting, geometry and trigonometry.

Physical ability to carry instruments and equipment over all types of terrain and use surveying equipment.

Ability to satisfactorily perform each of the essential duties and responsibilities identified in Section 3.0; work odd hours in all types of weather conditions; use all equipment necessary to perform the required tasks and satisfactorily complete tasks in a timely and efficient manner.

Ability to read and write the English language; effectively communicate in both oral and written forms; follow oral and written instructions; and effectively meet and deal with the public.

Flagger and first aid certifications must be obtained during probation and maintained thereafter.

Familiar with the principles, practices, and procedures employed in engineering field surveying and/or construction engineering as it relates to public works projects. Working knowledge of mathematical calculations as they apply to GIS functions, including statistics and trigonometry.

Skilled in drafting and able to read maps of construction drawings.

Familiarity with legal property descriptions, deed records, real estate transactions, survey files and other documents and data sources pertaining to solving boundary and ownership issues.

Ability to use tools, instruments, equipment and techniques commonly used in the performance of GIS related tasks. Ability to quickly grasp new techniques, deal with rapid changes in events, remain calm in stressful situations, and relate to various personality styles in a calm, professional manner.

Ability to become and remain proficient with the computerized tools necessary for conducting the operations of this position with minimal guidance.

Ability to maintain a high standard for accuracy, completeness, and efficiency in the preparation of products. Must be independent and self-motivated to meet required deadlines while simultaneously completing other tasks.

7.0 BEHAVIORAL STANDARDS

Positively represent the County, demonstrating honest and ethical behavior. Is respectful and courteous to the public, county leadership and other employees. Demonstrates good work habits.

Ability to communicate effectively and independently in written and oral form with a variety of managers, technical staff, community groups, agencies and officials. Ability to work cooperatively with others and foster a team spirit with all levels of personnel.

Respectful and courteous to customers, workers, county leadership and other county employees. A team player that participates and encourages the department in meeting its objectives. Takes initiative to meet department and work objectives. Effectively communicated with customers and other county employees. Positively represents the county, demonstrating honest and ethical behavior.

8.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in an office and outdoor environment.

While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear; use hands to finger, handle or operate objects, tools or equipment; and reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Hand-eye coordination is necessary to operate drafting instruments, computers and various pieces of office equipment.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in an office and outdoor environment.

When working in the outdoor environment the employee may be exposed to varying weather conditions, undeveloped terrain, and animals. The noise level in the work environment is low in the office environment and low to moderately noisy in the outdoor environment.

Standard Equipment used in this position includes, but is not limited to, personal computer, printer, typewriter, calculator, photocopier, facsimile machine, theodolite, level, electronic distance meter, scanner and camera.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.



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

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

REQUESTED MEETING DATE:

March 24, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 3-13-15

NARRATIVE OF REQUEST

Request permission to fill the Accountant, Grade 12 position within the Department of Public Works.

RECEIVED
PACIFIC COUNTY

MAR 13 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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



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

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

REQUESTED MEETING DATE:

March 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 3-13-15
NARRATIVE OF REQUEST	RECEIVED PACIFIC COUNTY MAR 13 2015 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
The appropriate releases have been received from the Department of Labor & Industries, the Department of Revenue, and Employment Security for Naselle Rock & Asphalt Co., Inc. for the South Valley Road Improvement Project.	
Please release Performance & Payment Bond No. 756221P as accepted in the August 12, 2014 meeting and return to DPW to hold until the warranty period expires.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

March 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

RECEIVED
PACIFIC COUNTY

AGENDA ITEM REQUEST

MAR 17 2015

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): BOARD OF COMMISSIONERS

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 3-17-15

NARRATIVE OF REQUEST

Attached is Local Agency Agreement Supplement No. 1 for the Sandridge Road Resurface Project MP 7.00 (155th Street) to MP 8.30 (180th Place). This agreement will secure the construction funding for the next STP project.

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



Agency County of Pacific		Supplement Number 1
Federal Aid Project Number STPR-B256(009)	Agreement Number LA-8469	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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

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

The changes to the agreement are as follows:

Project Description

Name Sandridge Road Resurfacing Project Length 1.30 miles

Termini MP 7.00 (155th Street) to MP 8.30 (180th Place)

Description of Work ☒ No Change

Reason for Supplement

Request Construction Funds

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

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 % Federal Aid Participation Ratio for PE	a. Agency	27,000.00		27,000.00	3,645.00	23,355.00
	b. Other					
	c. Other					
	d. State	3,000.00		3,000.00	405.00	2,595.00
	e. Total PE Cost Estimate (a+b+c+d)	30,000.00		30,000.00	4,050.00	25,950.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 86.5 % Federal Aid Participation Ratio for CN	k. Contract		510,000.00	510,000.00	68,850.00	441,150.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		20,000.00	20,000.00	2,700.00	17,300.00
	p. State		5,000.00	5,000.00	675.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		535,000.00	535,000.00	72,225.00	462,775.00
	r. Total Project Cost Estimate (e+j+q)	30,000.00	535,000.00	565,000.00	76,275.00	488,725.00

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

Agency Official

Washington State Department of Transportation

By _____

By _____
Director of Local Programs
Date Executed _____



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:

02/24/14

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ACCOUNTING/ DPW

DIVISION (if applicable):

OFFICIAL NAME & TITLE: ANDI HARLAND

PHONE / EXT:

SIGNATURE: 

DATE: 03/18/15

NARRATIVE OF REQUEST

Please approve out of class pay in the amount of \$3.55 per hour for Samantha Johnson for the dates of 03/09/15- 03/31/15. Samantha has been filling in as the Road Accountant and will be moving into this position permanently pending Board approval.

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



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

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

REQUESTED MEETING DATE:

03/24/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

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:	DATE: 3/18/2015
NARRATIVE OF REQUEST Approve Local Agency Agreements and Project Prospectus Packets for the preliminary engineering funding for the three safety projects; Guardrail Placement, Signing Upgrades, and Sandridge Road Crash Cushions.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Prefix	Route	()	Date	3/20/2015
Federal Aid Project Number			Central Contractor Registration Exp. Date	07/21/2015
Local Agency Project Number	1639	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001356

Agency County of Pacific		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title 2014 County Safety Selections - Guardrail Upgrades		Start Latitude Misc.	Start Longitude Misc.
		End Latitude Misc.	End Longitude Misc.
Project Termini From -- To Misc.		Nearest City Name Raymond	Project Zip Code 98577
From: Misc.	To: Misc.	Length of Project Misc.	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number	County Number 025	County Name Pacific
Congressional District 3		Legislative Districts 19	WSDOT Region Southwest Region
		Urban Area Number	TMA / MPO / RTPO PCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$10,000	\$1,000	\$9,000	5/2015
R/W				
Const.	\$538,890		\$538,890	7/2015
Total	\$548,890	\$1,000	\$547,890	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 12	Number of Lanes 2
<p>Pacific County completed a comprehensive review of bridge ends for retrofit guardrail and other steep roadway locations for safety guardrail placement throughout the county. The projects are spread throughout the county to include the following communities; Bay Center, North River, Frances, Menlo, and Grayland.</p> <p>Pacific County road widths vary, but are most consistently 12 foot road lanes. The location of the placement of safety guardrail are sites where the side slopes are adjacent to the Willapa River or other steep embankments.</p>	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
Placement of safety guardrail

Local Agency Contact Person Michael W. Collins	Title Director/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586
Project Prospectus Approval		
By _____		
Title Director/County Engineer		
Date _____		
Approving Authority		

Agency County of Pacific	Project Title 2014 County Safety Selections - Guardrail	Date 3/20/2015
-----------------------------	--	-------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge	varies	2

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	varies	
Design Speed	varies	
Existing ADT	varies	
Design Year ADT	varies	
Design Year	varies	
Design Hourly Volume (DHV)	varies	

Performance of Work		
Preliminary Engineering Will Be Performed By	Others %	Agency 100 %
Construction Will Be Performed By	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations There are no environmental considerations for this project of guardrail placement.
--

Agency County of Pacific	Project Title 2014 County Safety Selections - Guardrail	Date 3/20/2015
-----------------------------	--	-------------------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utilities will be identified and any relocation needed will be adjusted prior to the construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Board of County Commissioners

Date _____

By _____
Mayor/Chairperson



Local Agency Agreement

Agency County of Pacific
Address PO Box 66
South Bend, WA 98586

CFDA No. **20.205**
(Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 2014 County Safety Selections - Pacific County Guardrail Upgrades Length Misc.
Termini Misc.

Description of Work

Placement of safety guardrail

Proposed Advertisement Date: 7/2015

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	10,000.00	1,000.00	9,000.00
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	10,000.00	1,000.00	9,000.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)		10,000.00	1,000.00	9,000.00

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Local Agency Federal Aid
Project Prospectus

Prefix	Route	()	Date	3/20/2015
Federal Aid Project Number			Central Contractor Registration Exp.Date	07/21/2015
Local Agency Project Number	1640	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001356

Agency County of Pacific		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title 2014 County Safety Selections - Signing Upgrades		Start Latitude Misc.	Start Longitude Misc.
		End Latitude Misc.	End Longitude Misc.
Project Termini From -- To Misc.		Nearest City Name Raymond	Project Zip Code 98577
From: Misc.	To: Misc.	Length of Project Misc.	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number	County Number 025	County Name Pacific
WSDOT Region Southwest Region			
Congressional District 3	Legislative Districts 19	Urban Area Number	TMA / MPO / RTPCO PCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$4,400	\$440	\$3,960	7/2015
R/W				
Const.	\$59,500		\$59,500	9/2015
Total	\$63,900	\$440	\$63,460	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 12	Number of Lanes 2
---------------------	----------------------

Pacific County completed a comprehensive review of roadway signing and identified stop signs, surface change signs, bridge end chevrons, and places where barrier delineation is needed of existing guardrail.

Pacific County road widths vary, but are most consistently 12 foot road lanes. The selected sites are countywide. These improvements will enhance the safety of the traveling public.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Placement of high intensity signing and barrier delineation at various locations.

Local Agency Contact Person Michael W. Collins	Title Director/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586

By _____	Approving Authority _____
Project Prospectus Approval	Title Director/County Engineer Date _____

Agency County of Pacific	Project Title 2014 County Safety Selections - Signing Upgrades	Date 3/20/2015
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge	varies	2

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector
	<input checked="" type="checkbox"/> Rural <input checked="" type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Access Street/Road	<input type="checkbox"/> Rural <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	varies	
Design Speed	varies	
Existing ADT	varies	
Design Year ADT	varies	
Design Year	varies	
Design Hourly Volume (DHV)	varies	

Performance of Work		
Preliminary Engineering Will Be Performed By	Others %	Agency 100 %
Construction Will Be Performed By	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations There are no environmental considerations for this project of signing/delineation placement.
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Agency County of Pacific	Project Title 2014 County Safety Selections - Signing Upgrades	Date 3/20/2015
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Utilities will be identified and any relocation needed will be adjusted prior to the construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Board of County Commissioners

Date _____

By _____
 Mayor/Chairperson



Local Agency Agreement

Agency County of Pacific

Address PO Box 66

South Bend, WA 98586

CFDA No. 20.205

(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 2014 County Safety Selections - Pacific County Signing Upgrades Length Misc.

Termini Misc.

Description of Work

Placement of high intensity signing and barrier delineation at various locations

Proposed Advertisement Date: 9/2015

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE <u>90</u> % Federal Aid Participation Ratio for PE	a. Agency	4,400.00	440.00	3,960.00
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	4,400.00	440.00	3,960.00
Right of Way Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction <u>100</u> % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)		4,400.00	440.00	3,960.00

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Prefix		Route	()	Date	3/20/2015
Federal Aid Project Number				Central Contractor Registration Exp. Date	07/21/2015
Local Agency Project Number	1641	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001356

Agency County of Pacific		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 2014 County Safety Selections - Sandridge Road #91090 Crash Cushions		Start Latitude Misc.		Start Longitude Misc.	
		End Latitude Misc.		End Longitude Misc.	
Project Termini From -- To Misc.		Nearest City Name Raymond		Project Zip Code 98577	
From: Misc.	To: Misc.	Length of Project Misc.	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number	County Number 025	County Name Pacific	WSDOT Region Southwest Region
Congressional District 3	Legislative Districts 19		Urban Area Number	TMA / MPO / RTPO PCOG	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$5,000	\$500	\$4,500	7/2015
R/W				
Const.	\$70,000		\$70,000	9/2015
Total	\$75,000	\$500	\$74,500	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 14	Number of Lanes 2
<p>Sandridge Road No. 91090 located on the Long Beach Peninsula extends northerly from the City of Ilwaco to Ocean Park, a distance of 12.50 miles. Sandridge Road is a major collector roadway with the highest ADT (nearly triple other roadways) in Pacific County, receiving tourist traffic for the numerous events offered on the Peninsula. The dedicated right of way for Sandridge Road which dates back to the late 1800's is a narrow 40 feet. therefore the power poles have been placed on the edge of the right of way.</p>	

Description of Proposed Work

<p>Description of Proposed Work (Attach additional sheet(s) if necessary)</p> <p>Placement of crash cushions on utility poles on Sandridge Road.</p>
--

Local Agency Contact Person Michael W. Collins	Title Director/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586

<p>By _____</p> <p>Project Prospectus Approval</p> <p>Title Director/County Engineer</p>	<p>_____</p> <p>Approving Authority</p> <p>Date _____</p>
--	---

Agency County of Pacific	Project Title 2014 County Safety Selections - Sandridge Road	Date 3/20/2015
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge	varies	2

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	varies from 35 to 45 MPH	
Design Speed	varies	
Existing ADT	varies from 976 to 3747	
Design Year ADT	varies	
Design Year	varies	
Design Hourly Volume (DHV)	varies	

Performance of Work		
Preliminary Engineering Will Be Performed By	Others %	Agency 100 %
Construction Will Be Performed By	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)	

Environmental Considerations There are no environmental considerations for this project of installation of crash cushions on Sandridge Road.

Agency County of Pacific	Project Title 2014 County Safety Selections - Sandridge Road	Date 3/20/2015
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Utilities will be identified and any relocation needed will be adjusted prior to the construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Board of County Commissioners

Date _____

By _____
 Mayor/Chairperson

Local Agency Agreement

Agency County of Pacific
Address PO Box 66
South Bend, WA 98586
CFDA No. 20.205

(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 2014 County Safety Selections - Sandridge Road # 91090 - Crash Cushions **Length** _____

Termini _____

Description of Work

Placement of crash cushions on utility poles on Sandridge Road.

 Proposed Advertisement Date: 9/2015

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE <u>90</u> % Federal Aid Participation Ratio for PE	a. Agency	5,000.00	500.00	4,500.00
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	5,000.00	500.00	4,500.00
Right of Way ____ % Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction ____ % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	5,000.00	500.00	4,500.00

Agency Official
Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

I. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

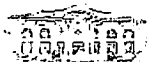
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



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

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

REQUESTED MEETING DATE:

MARCH 10, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

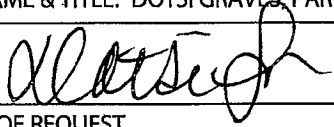
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EX 2288
SIGNATURE: 	DATE: 2/23/15
NARRATIVE OF REQUEST	
PARKS DEPARTMENT REQUESTS APPROVAL AND SIGNATURE OF 2015 CHINOOK PARK MAINTENANCE AND OPERATION CONTRACT WITH THE PORT OF CHINOOK.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

2015 CHINOOK PARK MAINTENANCE AND OPERATION CONTRACT

This CONTRACT, made and entered into this day between the Port of Chinook, hereinafter called the PORT, a political subdivision of the State of Washington, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed, and the PORT has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be **CHINOOK PARK**.
2. The PORT shall have the park available for day use only by the general public between the hours of 7:00 AM until dusk from May 1 through September 30. The park shall be open an additional thirty (30) days of consecutive operation, either prior to May 1 or after September 30 or a split combination thereof. The operation of the park can exceed 6 months, but must be consecutive with the regular operating period and at the PORT's discretion, but the COUNTY will not provide compensation for the extended period.
3. The PORT will provide the park user reasonable security from injury to themselves or damage to their possessions.
4. The PORT shall not collect fees from persons or groups that use the park.
5. If a group requests permission for overnight camping for a special function, advance written authorization must be given by the COUNTY.
6. The COUNTY will pay a hosting fee of \$6,000 (six thousand dollars) in twelve consecutive monthly payments of \$500 (five hundred dollars) per month, with the first installment January, 2015 and the final installment December, 2015.
7. No structures shall be erected on the premises and no residences will be permitted without prior approval of the COUNTY.

8. The storage of equipment or articles by the PORT within the park shall be limited to equipment or articles that are used for the park's maintenance and that fit into the park storage shed.
9. Custodial Services: The Port shall provide, at their expense, regular janitorial/custodial services which ensure the park and restrooms are at all times maintained in a sanitary condition.
10. The COUNTY agrees to allow the PORT to use their riding lawn mower (John Deere S/N Mod 277H073604) with no usage fee, for the purpose of park mowing and for park maintenance within the boundaries of Chinook Park. The PORT agrees to maintain the mower at their cost for the duration of this contract. At the conclusion of this contract, the mower shall be returned to the COUNTY in proper working order.
11. The PORT shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, etc., all to be completed with their own equipment.
12. The COUNTY shall be responsible for repairs and maintenance to existing road, seawall and major buildings and will provide tree and brush maintenance when necessary. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY and the COUNTY shall not be held liable for any losses of any nature by the PORT or other affected parties.
13. The PORT will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.
14. The PORT agrees to provide all necessary operating supplies for the restrooms, supplied at the PORT's sole cost and expense.
15. Electric power, water, sewerage, garbage disposal services and local phone service shall be provided by the COUNTY for park operations. No other utility services shall be provided.
16. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the PORT further understands and agrees that the responsibility for payment of taxes remains with the PORT. It is further understood that the PORT is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exist.
17. This contract shall commence on January 1, 2015 and terminate December 31, 2015. Either party shall have the right of cancellation or termination of this contract, with or without reason, by serving notice on the other party by certified mail, of such intent to

cancel or terminate this entire contract at least sixty (60) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse, except for any sums owing to either party at the end of cancellation or termination. The PORT shall be solely responsible for removing all their property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said property has not been removed within the time specified, the COUNTY shall have said property removed and the PORT shall be solely responsible for bearing all costs involved.

18. It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the COUNTY assumes no liability to the PORT.
19. The PORT shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.
20. The currently occupied mobile home at the Northwest corner of the park, and the lot on which it sets, is excluded by the terms of this Agreement.
21. It is understood that the PORT shall not allow property owned by the COUNTY to be removed from premises.
22. **LIABILITY**
 - a. **Indemnification:** In accepting this Agreement, the PORT, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PORT or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PORT, 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.
 - b. **Assumption of Risk:** The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the PORT.
 - c. **Adjustment of Claims:** The PORT shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the PORT under this Agreement. The PORT agrees that all such claims, whether processed by the PORT or PORT's insurer, either directly or by means of an agent, will be handled by one key person.

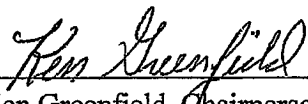
23. INSURANCE

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


24. SEVERABILITY: Any provision of this CONTRACT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

DATED THIS 12 of February, ~~2014~~ ²⁰¹⁵

BOARD OF COMMISSIONERS
THE PORT OF CHINOOK
PO BOX 185
CHINOOK, WA 98614


Ken Greenfield, Chairperson

ATTEST:


Ashley Davis
Manager of PORT of Chinook

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairperson

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



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

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

REQUESTED MEETING DATE:

03/24/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Flood Control

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

PHONE / EXT: 3368

SIGNATURE: _____

DATE: 3-20-15

NARRATIVE OF REQUEST

On behalf of Flood Control Zone District No. 1, I request permission to solicit quotations for pipe projects.

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



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

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

REQUESTED MEETING DATE:

03.24.2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☒ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: Faith Taylor-Eldred	DATE: 03.18.2015
NARRATIVE OF REQUEST	
<p>The Department would like to move forward with contracting Taft Plumbing to install an emergency eye wash/shower station in the County's Household Hazardous Waste Facility. The County went out for bid twice and Taft Plumbing & Septic is the only company that showed interest in doing the work. The contract is for a total of \$26,576.17.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**AGREEMENT
Between
Pacific County
and
Taft Plumbing and Septic, Inc**

This Agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and Taft Plumbing & Septic, Inc, 1403 227th Place, Ocean Park, WA 98640.

In this Agreement, the party who is contracting to receive services shall be referred to as "the COUNTY" and the party who will be providing the services shall be referred to as "the CONTRACTOR."

The COUNTY is installing an emergency eye wash/shower station in their Household Hazardous Waste (HHW) Facility located at 318 N Second Street in Long Beach, WA 98631. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The CONTRACTOR will provide the following services:
 - a. Provide all labor and materials to install an emergency eye wash/shower station to meet ANSI Z358.1-2009 standards, which includes but not limited to:
 - i. Combination emergency eye wash/shower station; and
 - ii. Shutoff valves for winter drainage; and
 - iii. Floor drain in concrete slab with slope to direct the shower water to drain; and
 - iv. Pump vault to collect shower water and pump to grinder vault that services 318 N Second Street in Long Beach, WA; and
 - v. On-demand water heater to provide 60-100° F water to shower; and
 - vi. All necessary permits and inspections.
2. **PAYMENT.** The COUNTY shall pay the CONTRACTOR the sum of twenty-six thousand five hundred seventy six dollars and seventeen cents (\$26,576.17) for services rendered as provided in Section 1 of this agreement and Exhibit A, "ESTIMATE". Total invoices paid under this Agreement shall not exceed this amount. The CONTRACTOR shall provide the COUNTY with an itemized list of activities and supplies with the invoice.

Payment will be dependent upon final approval from all applicable agencies. The COUNTY will pay the CONTRACTOR within 30 days from the date of receipt of an itemized invoice.
3. **TERM.** This Agreement is effective March 15, 2015 through May 15, 2015.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an independent contractor with respect to the COUNTY and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
5. **INDEMNIFICATION.** In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

6. **INSURANCE.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
7. **ASSIGNMENT.** THE CONTRACTOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
8. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Any provisions contained within this contract may be amended in writing upon mutual consent of the CONTRACTOR and the COUNTY.
10. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this agreement at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this agreement, all finished and unfinished documents and work papers prepared by the COUNTY pursuant to this agreement shall, at the option of the CONTRACTOR become its property, and the CONTRACTOR will be paid for service performed up to the date of the contract termination.
11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

14. **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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 201____.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

TAFT PLUMBING & SEPTIC, Inc

Steve Rogers, Chair

Clayton Taft, President

Frank Wolfe

Date

Lisa Ayers

ATTEST:

Marie Guernsey
Clerk of the Board



REQUESTED MEETING DATE:

03.24.2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

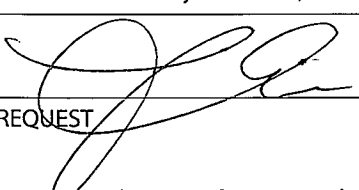
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/>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

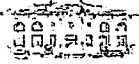
RECEIVED
PACIFIC COUNTY

AGENDA ITEM REQUEST

MAR 17 2015

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 03.17.2015
NARRATIVE OF REQUEST	
<p>The Department requests the BOCC for approval to advertise and interview for a Building Inspector and an Environmental Health (EH) Technician. The Building Inspector position was appropriated for in the FY15 budget and will be 1.0 FTE. The EH Tech will be funded with grant funds at a 1.0 FTE. It is assumed both positions will start at a Step 1.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

MARCH 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial:

Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO:

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable): Fair

OFFICIAL NAME & TITLE: Dotsi Graves, Fair Manager

PHONE / EXT: Ext 2288

SIGNATURE:

DATE:

3/19/15

NARRATIVE OF REQUEST

The Pacific County Fair respectfully requests the Board of County Commissioners' approval, and authorize the Fair Manager to sign, the contract between the Pacific County Fair and the entertainment group Stoddard and Cole. Stoddard and Cole have joined us for the past couple years and are a huge draw at the Fair. They put on a great show.

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

STODDARD and COLE

ENTERTAINMENT CONTRACT

This Contract for the musical engagement described below between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musicians. Contract date 3/11/15.

1. a. Name and Address of Place of Engagement: Pacific County Fair
Menlo Washington

b. Name of Band or Group: Stoddard and Cole

2. Date(s), Starting and Finishing Time of Engagement: Aug 26, 2015
Starting- 8:00 pm (60 minute show)

3 Type of Engagement (specify whether dance, stage show, banquet, etc.) Show

4. Compensation agreed upon Performance fee of \$1350.00 Lodging for two (2) provided by Purchaser.

5. Deposit of N/A to be paid and returned with signed copy of contract, no later than ten working days after receipt of contract by purchaser. Balance of \$ N/A, due upon completion of engagement.

6. Equipment used by Musician should be set up at Place of Engagement no later than: 5:00 PM

7. Musician(s) shall act as Independent Contractor and shall be responsible for any Taxes. (Business, Income, etc.)
No amount shall be deducted from compensation agreed upon in this Contract unless herein specified.

8. An elevated area, stage / riser etc., shall be provided by Venue and/or Purchaser.

9. Musician(s) reserves the right to furnish their own personal sound person.

10. Contract void if not returned with deposit by N/A.

Dotsi Graves / Fair Manager

Joe Stoddard (ID# 35-2319101)

X _____
PO Box 142
Menlo WA 98561
360-208-4672

X _____
39110 Shilling Dr
Scio Oregon 97374
(503) 394 - 7008

Stage / Risers and Sound equipment provided by Purchaser.

Thank you.

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
STODDARD AND COLE**

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

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 60-90 minute show on the Mini Stage at the 2015 Pacific County Fair on the date and time specified:

Wednesday, August 26, 2015 at 8 PM

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

IT IS FURTHER AGREED that the FAIR will pay \$1,350 (ONE THOUSAND THREE HUNDRED FIFTY AND NO/100) DOLLARS for (1) show, to be paid at the conclusion of the last performance. Lodging for one night for two persons will be provided by the FAIR. (See attached Agreement for Lodging).

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that ENTERTAINER's liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the

Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

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

THIS AGREEMENT may be terminated by the COUNTY if:

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

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

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER's own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Joe Stoddard
39110 Shilling Dr
Scio, OR 97374
503-394-7008

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

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

STODDARD AND COLE

By: Joe Stoddard

Date

PACIFIC COUNTY FAIR

By: Dotsi Graves, Fair Manager

Date



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

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

REQUESTED MEETING DATE:

MARCH 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 3-5-15

NARRATIVE OF REQUEST

PACIFIC COUNTY FAIR REQUESTS AUTHORIZATION TO HOST A HORSE SHOW JULY 27-28, 2015, AND THAT CHAIR SIGN THE SPECIAL EVENT USE AGREEMENT ATTACHED.

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

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 5th day of March 2015,
by and between the Pacific County, hereinafter referred to as the "COUNTY", and
Pacific County Fair & Horse Program hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0 and the other considerations
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Horse Arena

Event Date(s): July 27 & 28, 2015

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

☐ I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE



Signature

Fair Manager 3-5-15

Title

Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

David Burke, Prosecuting Attorney

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Horse Show
2. Description of event: Western gaming show, Barrels, Pole bending, Showmanship, Trail course. Participants pay an entry fee to ride in the event classes.
3. Location of event: Horse arena. Pacific Co. fairgrounds
4. Dates of event: June 27, 28 ²⁰¹⁵ Hours of operation: 9am to 5pm
5. Has the event been held previously? Yes Dates: July 2010 & 2011
Aug 20m - 23rd 2014
6. Estimated attendance: 50
7. Name and address of Event Representative: Pacific Co. fair
1
- Cell Phone Number: 360-942-8295 Office Number: 360-942-3713 Fair phone
8. Emergency contact name and phone number: Dotsi Graves or
942-8295
Val Rowe - 942-7422 - Mary Jane Doubeck

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?	X			If yes, the County has a noise ordinance in effect (see County Code for details) <i>From Sound System during Event.</i>
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?			X	If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	X			If yes, please attach a copy. <i>When we are OK'd</i>
Will there be food served?	X			If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?	X			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County? <i>X</i>				A copy of the Certificate of Insurance must be attached or the application will not be considered.

**This is a Fair Board Sponsored event.*

Pacific County is an Equal Opportunity Employer and Provider
We should use the Co's Insurance.

WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Val Rowe 2-24-2015
Signature of Applicant/Representative Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Dotsi Graves Contact #: 360-942-8295

Name: Val Rowe Contact #: 360-942-7422

Name: Mary Jane Doubeck Contact #: _____

Name: _____ Contact #: _____

FOR PACIFIC COUNTY USE ONLY

Pacific County Fair Board Review:

Initials

Date _____

Comments:

Administrative Review:

Initials

Date _____

Comments:

Board of Pacific County Commissioners Approval:

Date _____

Additional Requirements:

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PACIFIC COUNTY
ALCOHOL USE POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on the grounds of the Pacific County owned property, including the parking areas, without the expressed consent of Pacific County. For those functions where consent has been given, the following rules must be followed:

- Any event where alcohol is available, the LESSEE must provide, at their expense, a licensed server and any legally required special event license. A copy of the license must be provided at least two weeks prior to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the licensed site. All beverages must be served in cans or disposable cups only. Absolutely no glass bottles will be allowed.
- The LESSEE will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to prior to the event. The LESSEE can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The name and contact information for security personnel must be submitted and approved by the County prior to the event. Under no circumstances will security personnel be allowed to consume alcoholic beverages while on duty.
- Keys for the event will not be issued until this information is received and confirmed.

The LESSEE is solely and wholly responsible to ensure that all rules and regulations are followed.

- ☐ Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Organization

Chairman

Printed Name

ATTEST:

Signature

Date

Clerk of the Board

Date



REQUESTED MEETING DATE:

MARCH 24, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *Dotsi Graves*

DATE: 3-5-15

NARRATIVE OF REQUEST

PACIFIC COUNTY FAIR REQUESTS AUTHORIZATION TO HOST A CATTLE SORTING EVENT JULY 18-19, 2015, AND THAT CHAIR SIGN THE SPECIAL EVENT USE AGREEMENT ATTACHED.

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

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 5th day of March, 2015,
by and between the Pacific County, hereinafter referred to as the "COUNTY", and
Pacific County fair & Horse Program hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0 and the other considerations
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Horse Arena

Event Date(s): July 18 & 19, 2015

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

☐ I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

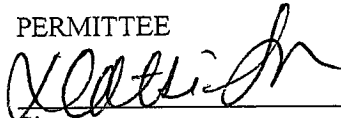
☐ Approved

☐ Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE



Signature

Fair Manager 3-5-15
Title Date

PACIFIC COUNTY
Board of County Commissioners

Chair

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

David Burke, Prosecuting Attorney

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Ranch Sorting
2. Description of event: participants sort cattle that are contained in a 60ft Round pen, from one side of pen to the other.
3. Location of event: Horse arena - Pacific Co. fairgrounds
4. Dates of event: July 18 & 19 2015 Hours of operation: 10am to 5pm
5. Has the event been held previously? NO Dates: _____
6. Estimated attendance: 50 to 75
7. Name and address of Event Representative: Pacific Co. fair
- Cell Phone Number: 360-942-8295 Office Number: 360-942-3713
8. Emergency contact name and phone number: Dotsi Graves 360-942-8295
Val Rowe 360-942-7422, Mary Jane Durbach

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?	X			If yes, the County has a noise ordinance in effect (see County Code for details) <i>Sound System during event.</i>
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		X		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?	X	X		If yes, please note the cost of the event. <i>20.00 p.p. daily</i>
Do you have an informational flyer advertising the event?	X			If yes, please attach a copy.
Will there be food served?	X			If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?	X			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County? *				A copy of the Certificate of Insurance must be attached or the application will not be considered.

**This is a Fair Board Sponsored Event & we should use County's Insurance.*

WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Val Rowe

2-24-2015

Signature of Applicant/Representative

Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Dotsi Graves Contact #: 360-942-8295

Name: Val Rowe Contact #: 360-942-7422

Name: Mary Jane Doudack Contact #: _____

Name: _____ Contact #: _____

FOR PACIFIC COUNTY USE ONLY

Pacific County Fair Board Review: _____
Initials Date

Comments:

Administrative Review: _____
Initials Date

Comments:

Board of Pacific County Commissioners Approval: _____
Date

Additional Requirements: _____

.....

PACIFIC COUNTY
ALCOHOL USE POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on the grounds of the Pacific County owned property, including the parking areas, without the expressed consent of Pacific County. For those functions where consent has been given, the following rules must be followed:

- Any event where alcohol is available, the LESSEE must provide, at their expense, a licensed server and any legally required special event license. A copy of the license must be provided at least two weeks prior to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the licensed site. All beverages must be served in cans or disposable cups only. Absolutely no glass bottles will be allowed.
- The LESSEE will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to prior to the event. The LESSEE can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The name and contact information for security personnel must be submitted and approved by the County prior to the event. Under no circumstances will security personnel be allowed to consume alcoholic beverages while on duty.
- Keys for the event will not be issued until this information is received and confirmed.

The LESSEE is solely and wholly responsible to ensure that all rules and regulations are followed.

- ☐ Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Organization

Chairman

Printed Name

ATTEST:

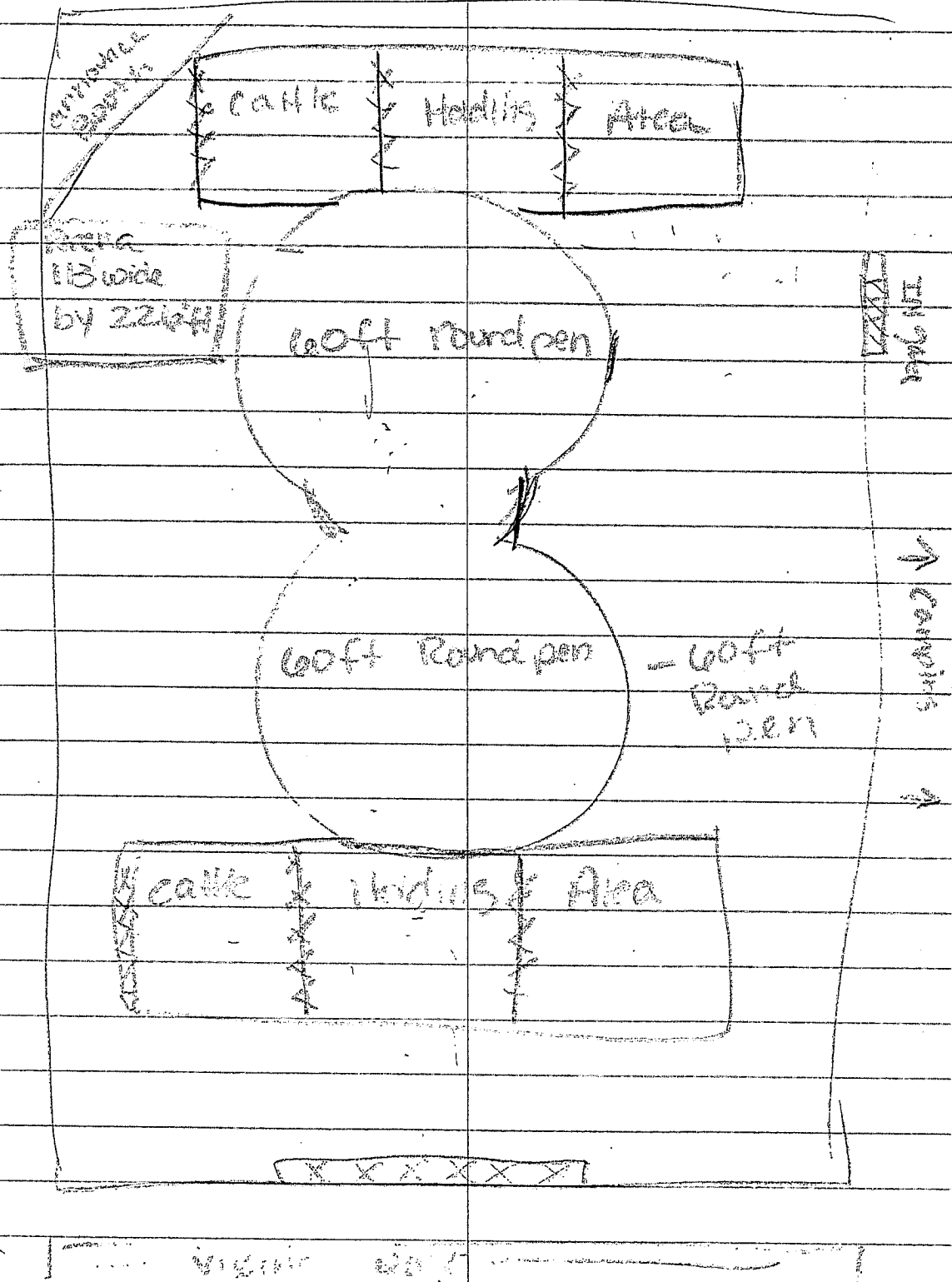
Signature

Date

Clerk of the Board

Date

Horse Arena



- Ranch Sorting -
Practice

July 18-19 2015

Pacific Co. Fairgrounds
McAlister, Washington

Daily fee

minimum 4-90's

(\$120.00)

\$10.00 haul in

\$30 per person

Stabling available

\$10.00 per day

Shavings Included

* Call to reserve *

Camping available

RV/camper - 20 per night

Tent - 10

* Call to Reserve *

Contact Val Rowe

360 - 942 - 7422

for more info



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:

03/24/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: _____

DATE: 3/18/15

NARRATIVE OF REQUEST

Request the Board review and approve the Nexplanon Credit application with CuraScript which will allow the health department to order Nexplanon as a birth control method. In order to use purchase orders we have to establish a line of credit with the company. The company we currently use for birth control supplies does not carry this type of birth control method.

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



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

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

REQUESTED MEETING DATE:

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 #: _____
<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"/> PCCEMA
<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"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Veg Mgmt	<input type="checkbox"/> WSU Ext.
<input type="checkbox"/> Other		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ASSESSOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER	PHONE / EXT: 2208
SIGNATURE: <i>Bruce Walker</i>	DATE: 3/19/2015
NARRATIVE OF REQUEST	
Acknowledge letter of resignation from Loni Hooper, Chief Appraiser, last day of work being April 9th. Request to post Chief Appraiser position.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

3/24/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>SHERIFF</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>TODD FOSSE, UNDERSHERIFF</u>	PHONE / EXT: <u>2292</u>
SIGNATURE: <u>[Signature]</u>	DATE: <u>3/13/15</u>
NARRATIVE OF REQUEST <u>SUPPLEMENTAL REQUEST FOR 1399.78 TO OBTAIN A RADAR UNIT VIA A GRANT FROM WASPC TRAFFIC SAFETY.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

RECEIVED
Serving the Law Enforcement Community and the Citizens of Washington

2015 FEB 24 08 44
February 19, 2015

SCOTT L. JOHNSON
PACIFIC CO. SHERIFF
SOUTH BEND, WA



Sheriff Scott Johnson
Pacific County Sheriff's Office
PO Box 27
South Bend, Wa 98586

Sheriff Johnson,

Thank you for applying for a WASPC Traffic Safety Equipment Grant. We are pleased to inform you that your agency has been approved to receive \$1,400.00 to purchase the following equipment: (1) Radar \$1,000 and (1) Rear antenna \$400.

The Federal Identification number for this grant is **CFDA# 20.600**. Invoices must be submitted to WASPC no later than May 1, 2015. Any invoices not received by the deadline will not be reimbursed and the award money will be forfeited. ***Please note: WASPC is responsible for the amount of your grant award only. Any expense in excess of the grant award must be paid by your agency.***

A report is required for the Traffic Safety Equipment Grant funds awarded to your department. The 2014-2015 Traffic Safety Equipment Grant reports are due by October 15, 2015. **Failure to report will result in denial of 2015 – 2016 grant funds.** WASPC now has an online report form. It can be found at www.waspc.org/traffic-safety. Your agency is responsible for subscribing to the following commitments:

- Support statewide/national traffic safety initiatives, projects, and programs
- Report grant results to WASPC in a timely manner
- Subscribe and commit to aggressive traffic enforcement

Thank you for your dedication to traffic safety in the State of Washington. If you have any questions please contact Nancy Morris at (360) 486-2387. If you would like more information regarding state or federal traffic safety grant funding, please contact the Washington Traffic Safety Commission at (360) 725-9896.

Sincerely,

Mitch Barker
Executive Director

President ERIC OLSEN <i>Chief – Kirkland</i>	President Elect CASEY SALISBURY <i>Sheriff – Mason County</i>	Vice President KEN HOHENBERG <i>Chief – Kennewick</i> <i>Executive Board</i>	Past President OZZIE KNEZOVICH <i>Sheriff – Spokane County</i>	Treasurer KEN THOMAS <i>Chief – Kent</i>
TOM ROBBINS <i>Chief – Wenatchee</i>	BONNIE BOWERS <i>Chief – Anacortes</i>	STEVE STRACHAN <i>Chief – Bremerton</i>	MARK NELSON <i>Sheriff – Cowlitz County</i>	JOHN SNAZA <i>Sheriff – Thurston County</i>
BRIAN BURNETT <i>Sheriff – Chelan County</i>	MARK COUEY <i>Director – OIC</i> <i>Special Investigations Unit</i>	JOHN BATISTE <i>Chief – WA State Patrol</i>	FRANK MONTROYA, JR. <i>SAC – FBI, Seattle</i>	MITCH BARKER <i>Executive Director</i>



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:

03/24/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

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☐ Auditor

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☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: PACIFIC COUNTY TREASURER

DIVISION (if applicable):

OFFICIAL NAME & TITLE: RENEE GOODIN, TREASURER

PHONE / EXT: 875-9421 / EXT. 3420

SIGNATURE:

DATE: 3/18/2015

NARRATIVE OF REQUEST

Requesting out of class pay for one of my employees.

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



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☐ Sheriff

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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: Vegetation Management

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Jeff Nesbitt

PHONE / EXT: 360 942 7788

SIGNATURE: Jeff Nesbitt

DATE:

NARRATIVE OF REQUEST

Requesting approval of service agreement by and between Pacific County Vegetation Management and the city of Ilwaco for weed control in 2015. One copy needs to be mailed to City of Ilwaco after approval.

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

THIS AGREEMENT, made and entered into this 9th day of March, 2015, by and between the Pacific County Department of Vegetation Management, hereinafter referred to as "DVM", and the City of Ilwaco, hereinafter referred to as "City".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The City and DVM agree that the DVM shall perform vegetation control work specified by the City at a time and in a manner as to maximize vegetation control benefits. The City further requests that the work be completed within twelve months from the date of the Agreement.

The City agrees to reimburse the DVM for all costs associated with control program work performed by DVM, based on the actual costs of labor, equipment, and materials used in the work. The total cost of said work shall not exceed \$ 20,000.00.

DVM shall at all times during this agreement provide the following minimum insurance; Commercial General Liability limit of not less than \$5,000,000 per any one occurrence, Auto Liability, including Hired and Non-Owned Auto Liability of not less than \$5,000,000. A Certificate of Insurance along with the policy endorsements/language that meets the requirements shall be submitted to the City on or before the effective date of this agreement.

The City does hereby agree to hold harmless and indemnify the DVM for any sole negligence or sole willful misconduct on the part of the City. This hold harmless agreement includes, but is not limited to, any claim for damage to property, personal injury, or death of any City participants, personnel, contractors, employee, agents, and/or invitees.

The DVM does hereby agree to hold harmless and indemnify the City for any and all liabilities associated with the work described herein, except claims arising through the sole negligence or sole willful misconduct of the City. This hold harmless agreement includes, but is not limited to, any claim for damage to property, personal injury, or death of any DVM participants, personnel, contractors, employee, agents, and/or invitees.


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

This Agreement contains all of 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 any of the parties hereto.

Any modifications to this Agreement must be approved in writing by both parties.

CITY:

DVM:


(Signature) (Date) 3/9/15

Jeff Nesbitt, Director (Date)

Mayor

(Title)


BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Commissioner (Chairperson)

Commissioner

Commissioner

Attest:


City Clerk



Board of Pacific County Commissioners
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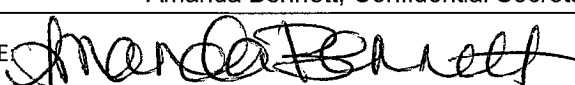
Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 3/16/2015
NARRATIVE OF REQUEST Request to post position of Administrative Assistant II, Grade 9 for WSU Extension Office as a .45 with the Local 367C. If no candidates are forthcoming, permission to advertise locally.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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☐ Other

AGENDA ITEM REQUEST

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DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: March 20, 2015

NARRATIVE OF REQUEST

Please authorize an advertisement in the official county newspaper regarding the intent to hold a public springtime auction for the sale of certain county-owned parcels. This advertisement will need to run for three consecutive weeks in the official county newspaper. The date of the auction is contingent on the publication dates of the advertisement (the proposed date for the auction is Wednesday, April 22, 2015). The auction itself would be conducted by the Pacific County Treasurer's Office and held in accordance with all applicable RCW's concerning the sale of county-owned property.

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

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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