

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

**Tuesday, April 28, 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 - \$1,495.00
SCS Engineers - \$5,044.48

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.

2015-17

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	4/6/15	LEACHATE TREATMENT	660	000	537	10	41	\$ 1495.00

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

4/15/15
 Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

April 21/15
 Date

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

RECEIVED
 PACIFIC COUNTY

APR 22 2015

ADMINISTRATION
 RECORDS



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 4/6/2015
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL MARCH 2015	\$1,485.00	\$1,485.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$1,495.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$1,495.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

2015-1P

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

SCS Engineers

3900 Kilroy Airport Way, Suite 100

Long Beach, CA 90806-6816

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
0251875	2/20/15	POST-CLOSURE EVALUATION	660	000	537	10	41	\$ 5044.48

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

4/15/15
 Date

Reviewed by:

Faith Taylor
 Faith Taylor, Director
 Department of Community Development

Date

April 21 '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

RECEIVED
 PACIFIC COUNTY

APR 22 2015

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

Invoice

2405 140th Avenue, NE
Suite 107
Bellevue, WA 98005-1877

425 746-4600
FAX 425 746-6747
www.scsengineers.com

SCS ENGINEERS

Mr. Larry Bale
Rainbow Valley Landfill, Inc.
114 Airport Road
Raymond, WA 98577

Remit to: SCS Engineers
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806-6816
Tax ID No: 54-0913440

February 28, 2015

Project No: 04215010.00

Invoice No: 0251875 Page 1 of 2

Rainbow Valley Landfill Post-Closure Evaluation

- Scanning/cataloguing project files from Pacific County
- Coordinate updated monitoring program for First Quarter 2015
- Commence work on 2014 Annual Monitoring Report
- Document review for Post-Closure Plan Amendment

Professional Services from February 01, 2015 to February 28, 2015

Task 00001 Project Administration
Professional Personnel

	Hours	Amount	
Project Professional - Office	3.50	399.00	
Totals	3.50	399.00	
Total Labor			399.00

Additional Fees

Communications Fee	3.99	
Total Additional Fees	3.99	3.99

Total this Task \$402.99

Task 00002 Post-Closure Plan
Professional Personnel

	Hours	Amount	
Project Professional - Office	8.00	912.00	
Staff Professional - Office	7.00	630.00	
Drafter/CADD/Graphics	.50	44.00	
Totals	15.50	1,586.00	
Total Labor			1,586.00

Reimbursable Expenses

Auto Mlg/Maint/Rent/Gas		127.98	
Reproduction/Printing		119.00	
Total Reimbursables	1.0 times	246.98	246.98

Additional Fees

Communications Fee	15.86	
Total Additional Fees	15.86	15.86

Total this Task \$1,848.84

Continued on page 2

Invoice

2405 140th Avenue, NE
Suite 107
Bellevue, WA 98005-1877

425 746-4600
FAX 425 746-6747
www.scsengineers.com

SCS ENGINEERS

Project No: 04215010.00

Invoice No: 0251875 Page 2 of 2

Professional Services from February 01, 2015 to February 28, 2015

Task	00007	Groundwater Monitoring & Reporting		
Professional Personnel				
		Hours	Amount	
Project Director		2.00	374.00	
Senior Project Professional II- Office		12.50	1,425.00	
Project Professional - Office		5.00	570.00	
Drafter/CADD/Graphics		4.50	396.00	
Totals		24.00	2,765.00	
Total Labor				2,765.00
Additional Fees				
Communications Fee			27.65	
Total Additional Fees			27.65	27.65
Total this Task				\$2,792.65
Total this Invoice				\$5,044.48

Thank you.

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

April 28, 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)*

- 7:00 AM Commr Rogers SB Kiwanis Meeting
- 1:00 PM Workshop with Bruce Walker re: Salary
- 2:00 PM Commr Ayers Meet with Lisa Anderson re: State Forest Trust Lands
- 3:00 PM Invite to Community Meeting re: Community Health Improvement Plan (Grays Harbor Riverview Education Center, Raymond)

Call to Order

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

CONSENT AGENDA (Items 1-7)

Health and Human Services Department

- 1) Approve Amendment #14 to agreement #1163-27318 with DSHS Division of Behavioral Health and Recovery
- 2) Approve Amendment #15 to agreement #1163-27318 with DSHS Division of Behavioral Health and Recovery

Department of Public Works

- 3) Consider approval of Exhibit A for CresComm Wifi to add a small antenna on our Long Beach communication tower
- 4) Consider approval of amended Exhibit A for McDaniel Cellular to add three antennas and one cellular radio equipment rack to our KO Communications Site

General Business

- 5) Confirm Judge Pro Tem Bond Continuation for Scott Harmer, Mike Turner and Joel Penoyar
- 6) Confirm appointment of Amanda Bennett as Civil Service Chief Examiner effective April 21, 2015

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.

- 7) Confirm letter of support for the Health Infrastructure Investment Program Grant by Valley View Health Center

YEARS OF SERVICE

- 8) 25 Years: Shannon Pettit (Juvenile)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 9) Consider approval of request to hire Blair Swogger to fill the Engineering Technician/GIS Assistant position effective June 1, 2015
- 10) Consider approval of request to issue Call for Bids, subsequent Public Notice and Notice to Contractors for the U Street Road Resurfacing Project; authorize Clerk of the Board to assign bid opening date upon authorization of funds
- 11) Consider approval of request for FMLA and authorize Leave Credit Transfers
- 12) Consider approval of request to replace the 2000 Chevrolet pickup #087 from State Bid

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 13) Consider approval of request to hire Lisa Martindale for the vacant budgeted Administrative Assistant II position effective May 11, 2015

ITEMS REGARDING JUVENILE

- 14) Consider approval of request to hire Susan Robinson to fill the budgeted legal assistant casual position effective May 4, 2015

ITEMS REGARDING GENERAL BUSINESS

- 15) Consider approval of 2015-2016 Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2015 through June 30, 2016
- 16) Consider approval of Contract for Services with the Port of Ilwaco pertaining to the Halton Property Development

EXECUTIVE SESSION

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

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

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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:

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

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ 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 & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648


SIGNATURE: 

DATE: 4-22-2015

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #14 to agreement # 1163-27318-14 with DSHS Division of Behavioral Health and Recovery. This amendment adds our DUNs number to the contract, and also adds language allowing certain co-pays for criminally involved individuals to be paid. Please note- amendment 15 (which is also on your agenda), further clarifies (cleans up) this language. I asked if we could skip amendment #14 altogether, but the state said both amendments need to be signed for record keeping purposes. Please contact me at ex 2648 with any questions. Thank you!

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

		COUNTY PROGRAM AGREEMENT AMENDMENT		DSHS Agreement Number 1163-27318 Amendment No. 14
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231	CCS CONTRACT CODE 1231	
DSHS CONTACT NAME AND TITLE Jason Bean-Mortinson		DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 985045330		
DSHS CONTACT TELEPHONE (360)725-3808	DSHS CONTACT FAX		DSHS CONTACT E-MAIL beanmjc@dshs.wa.gov	
COUNTY NAME Pacific County		COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Katie Oien-Lindstrom		
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323		COUNTY CONTACT E-MAIL koien@co.pacific.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS 93.959	
AMENDMENT START DATE 03/15/2015		PROGRAM AGREEMENT END DATE 06/30/2015		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,388,816.00	AMOUNT OF INCREASE OR DECREASE \$0.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,388,816.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO				
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):				
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE BHSIA Contracts		DATE SIGNED

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

Modify the list of County's/Contractors regarding Prevention and/or Treatment Services as follows:

Section 9. Treatment Statement of Work does not apply to the following as of March 15, 2015:

Educational Service District 112	Skamania County (Skamania Sherriff's Office)
Jefferson County	Republic School District
Kittitas CCPHS Network	Sunnyside School District
Mt. Adams School District	Tekoa School District
Rural Resources Community Action	

Service Rate Plan does not apply to the following as of March 15, 2015:

Educational Service District 112	Skamania County (Skamania Sherriff's Office)
Jefferson County	Republic School District
Kittitas CCPHS Network	Sunnyside School District
Mt. Adams School District	Tekoa School District
Rural Resources Community Action	

Delete Section 9, Treatment, Multiple Payments for the Same Claim/Duplication kk. (2) (c) iii as follows:

- iii. The County shall not reimburse providers for individual's co-payment or deductible fees using any DBHR funding or SAPT Block grant funds.

And replace with the following:

- iii. With the exception of the CJTA, the County shall not reimburse providers for individual's co-payment or deductible fees using any DBHR funding or SAPT Block grant funds. Effective April 1, 2015 for services starting April 1, 2015, CJTA may be used to reimburse providers' co-payments or deductibles for individuals who meet the following:
 - (A) Are CJTA eligible under RCW 70.96A.350.
 - (B) Have an income level not less than 220% of the federal poverty level.
 - (C) Are not Medicaid eligible.

The County shall maintain documentation of CJTA co-payments and deductibles according to guidelines developed by DBHR.

Add Section 11:

11. The Contractor's DUNS number is 942515065.

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



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:

4/20/15

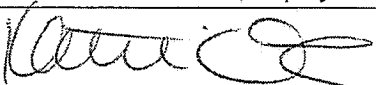
AGENDA REQUEST FORM


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"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 4-15-2015
NARRATIVE OF REQUEST Requesting approval and signature of amendment 15 of agreement number 116-27318 with DSHS- Division of Behavioral Health & Recovery. This amendment allows counties (passed through to our provider), to bill the state under this contract for certain co-pays/deductables that make treatment un-affordable, low income (non-medicaid), clients involved in the criminal justice system. All other terms and conditions of contract remain the same and funding is not changed. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

		COUNTY PROGRAM AGREEMENT AMENDMENT		DSHS Agreement Number 1163-27318 Amendment No. 15
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231	CCS CONTRACT CODE 1231	
DSHS CONTACT NAME AND TITLE Jason Bean-Mortinson		DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 985045330		
DSHS CONTACT TELEPHONE (360)725-3808	DSHS CONTACT FAX		DSHS CONTACT E-MAIL beanmjc@dshs.wa.gov	
COUNTY NAME Pacific County		COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Katie Oien-Lindstrom		
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323		COUNTY CONTACT E-MAIL koien@co.pacific.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS 93.959	
AMENDMENT START DATE 04/15/2015		PROGRAM AGREEMENT END DATE 06/30/2015		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,388,816.00	AMOUNT OF INCREASE OR DECREASE \$0.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,388,816.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO				
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):				
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE BHSIA Contracts		DATE SIGNED

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

Delete Section 9, Treatment, Multiple Payments for the Same Claim/Duplication kk. (2) (c) iii as follows:

- iii. With the exception of the CJTA, the County shall not reimburse providers for individual's co-payment or deductible fees using any DBHR funding or SAPT Block grant funds. Effective April 1, 2015 for services starting April 1, 2015, CJTA may be used to reimburse providers' co-payments or deductibles for individuals who meet the following:

- (A) Are CJTA eligible under RCW 70.96A.350.
- (B) Have an income level not less than 220% of the federal poverty level.
- (C) Are not Medicaid eligible.

The County shall maintain documentation of CJTA co-payments and deductibles according to guidelines developed by DBHR.

And replace with the following:

- iii. The County shall not reimburse providers for individual's co-payment or deductible fees using any DBHR funding or SAPT Block grant funds. Effective January 1, 2015 for services starting January 1, 2015, CJTA may be used to reimburse for treatment services for clients identified who cannot afford to pay co-payments or deductibles, or for individuals without insurance who meet the following:

- (A) Are CJTA eligible under RCW 70.96A.350.
- (B) Gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines.
- (C) Are not Medicaid eligible.

The County shall maintain documentation of CJTA co-payments and deductibles according to guidelines developed by DBHR.

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



AGENDA REQUEST FORM

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton/Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 4/21/2015
NARRATIVE OF REQUEST	
CRESCOMM WIFI has provided plans to add a small antenna on our Long Beach communication tower. Attached for the Board's consideration is amended Exhibit A for CRESCOMM WIFI. The added equipment represents an increase of \$100.00 annually.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Item No.	Quant.	Equipment List	Annual Rate	
			Each	Total
1	1	Rack Space for 1U Router	\$50.00	\$50.00
2	1	5.8 GHz Sector Antenna	\$250.00	\$250.00

Item No.	Quant.	Equipment List	Annual Rate	
			Each	Total
1	2	UBNT 5.8 GHz Sector Antennas	\$250.00	\$500.00
2	2	UBNT 900 MHz Yagi Antenna	\$100.00	\$200.00
3	1	UBNT AM-9M13 900 MHz	\$1000.00	\$1000.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



REQUESTED MEETING DATE:

4/28/2015

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: _____

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): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton/Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 4/20/2015
NARRATIVE OF REQUEST	
<p>McDaniel Cellular has submitted documentation with plans to add three (3) antennas and one (1) Cellular Radio Equipment Rack at our KO Communications Site, per US Cellular document TEP # 52238.14449. Upon review of noted document, we have determined it would benefit the county and has no significant impact on our tower.</p> <p>McDaniel Cellular's current facility use agreement would remain the same with the exception of adding equipment to Exhibit A. Attached for the Board's consideration is amended Exhibit A for McDaniel Cellular Telephone Company. The added equipment at KO represents an increase of \$2363 annually.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Site Name: KO Mtn

EXHIBIT A
PACIFIC COUNTY, WASHINGTON

Item No.	Quant.	Equipment List	Annual Rate	
			Each	Total
1	1	Andrew PAR8-59W (8' dish) @ 60' C/L	\$ 2,525.00	\$ 2,525.00
2	1	Andrew P6-105B (6' dish) @ 30' C/L	\$1,640.00	\$ 1,640.00
3	1	Andrew PAR6-59W (6' dish) @ 60' C/L	\$ 1,819.48	\$ 1,819.48
4	1	Andrew PAR8-59W (8' dish) @ 70' C/L	\$ 2,525.00	\$ 2,525.00
5	4	Microwave Radio, MHSB TX/RX	\$ 1,550.50	\$ 6,202.00
6	1	Miscellaneous Channel Equipment Rack	\$ 372.00	\$ 372.00
7	4	Cellular Radio Equipment Rack	\$ 743.33	\$ 2,973.00
8	1	Battery Set	\$ 1,162.00	\$ 1,162.00
9	1	Power Pack	\$ 372.00	\$ 372.00
10	9	Panel Antenna @ 15' C/L Pole Mounted	\$ 540.28	\$ 4,862.00

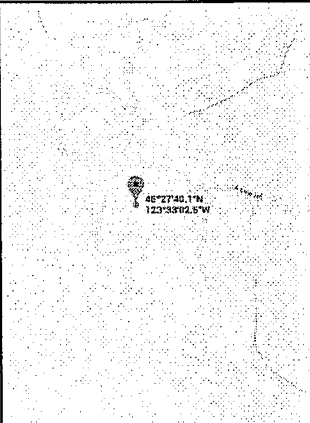



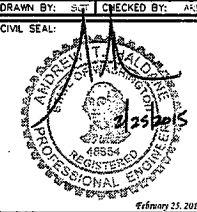
TOTAL ANNUAL RATE (KO) \$24,452.48

Note: McDaniel Cellular's current facility use agreement dated 5/17/2012 will remain in effect. This Exhibit A supersedes the Exhibit A of 2012 and becomes the new annual rate basis for this agreement.

EXHIBIT A AGREED TO:

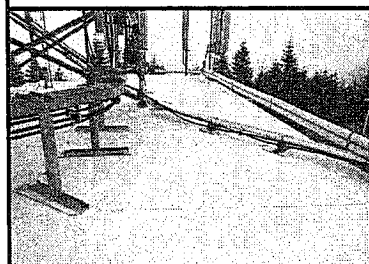
LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

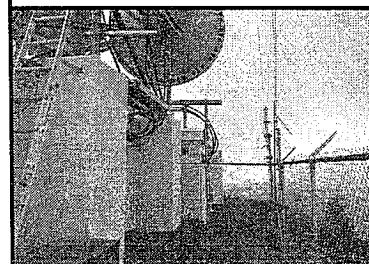
 <p>LOCATION MAP</p> <p>LATITUDE: N 45° 27' 40.1" W LONGITUDE: W 123° 33' 02.5" W *INFORMATION TAKEN FROM GOOGLE EARTH.</p>	<p>PROJECT INFORMATION:</p> <p>LTE UPGRADE DRAWINGS</p> <p>SITE NAME: KO MOUNTAIN</p> <p>USCC SITE #: 367310</p> <p>SITE ADDRESS: 6 MILES SW OF FRANCE NASELLE, WA 98577 (PACIFIC COUNTY)</p> <p>EXISTING 60' SST</p>	<p>PLANS PREPARED FOR:</p>  <p>U.S. CELLULAR CORPORATION 8410 W BRYN MAWR AVE, STE 700 CHICAGO, IL 60631 CUSTOMER SERVICE (888) 944-9400</p>  <p>FAULK & FOSTER 1811 AUBURN AVENUE MONROE, LA 71201 RALPH THOMAS (318) 325-4666</p>	<p>PLANS PREPARED BY:</p>  <p>TOWER ENGINEERING PROFESSIONALS 5545 W 56TH AVE, UNIT E ARVADA, CO 80002 OFFICE: (303) 566-9914 www.tepgroup.net</p>																											
<p>SITE COORDINATES</p> <p>FROM PORTLAND, OR, TAKE I-84 E/AUS 30 E FOR 5 MILES. TAKE EXIT 8 FOR I-205 N TOWARD SEATTLE AND GO 15 MILES. MERGE ONTO I-5 N AND GO 28 MILES. TAKE EXIT 36 TO MERGE ONTO WA-432 W TOWARD LONGVIEW/OLING BEACH/WA-4 N. TAKE THE 3RD AVE/WA-411 RAMP TO INDUSTRIAL AREA/PORT LONGVIEW. TURN LEFT ONTO WA-411 S/3RD AVE. CONTINUE STRAIGHT ONTO WA-432 W/INDUSTRIAL WAY. TURN LEFT ONTO WA-4 N AND GO 35 MILES. TURN RIGHT ONTO FOSSA CREEK RD. TAKE A SLOTT LEFT ONTO 7000 RD AND GO 6 MILES. TAKE A SLOTT LEFT TOWARD 7000 RD. TURN RIGHT TO STAY ON 7000 RD. TAKE A SLOTT LEFT TO STAY ON 7000 RD. TAKE ANOTHER SLOTT LEFT ON 7000 RD. CONTINUE ONTO A LINE RD. THE DESTINATION WILL BE ON THE RIGHT.</p>	<p>REMOVAL: NONE</p> <p>ADDITIONS: (3) LTE PANEL ANTENNAS AT 15'-0"</p>	<p>CIVIL ENGINEER: NAME: TOWER ENGINEERING PROFESSIONALS ADDRESS: 5545 W 56TH AVE, UNIT E CITY, STATE, ZIP: ARVADA, CO 80002 CONTACT: RALPH THOMAS, P.E. PHONE: (318) 325-4666</p> <p>STRUCTURAL ENGINEER: NAME: TOWER ENGINEERING PROFESSIONALS ADDRESS: 5545 W 56TH AVE, UNIT E CITY, STATE, ZIP: ARVADA, CO 80002 CONTACT: RALPH THOMAS, P.E. PHONE: (318) 325-4666</p> <p>UTILITIES: POWER COMPANY: PACIFIC COUNTY PUD CONTACT: CUSTOMER SERVICE PHONE: (360) 942-2411 METER # NEAR SITE: UNKNOWN TELEPHONE COMPANY: UNKNOWN CONTACT: N/A PHONE: N/A PEDESTAL # NEAR SITE: UNKNOWN</p> <p>TOWER OWNER: NAME: PACIFIC COUNTY ADDRESS: 300 WINDMILL DR CITY, STATE, ZIP: SEASIDE, WA 98586 PHONE: (360) 875-3324</p> <p>SITE TECH CONTACT: MARKET: WA RSA 6</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SHEET</th> <th>DESCRIPTION</th> <th>REV</th> </tr> </thead> <tbody> <tr><td>T1</td><td>TITLE SHEET</td><td>1</td></tr> <tr><td>C1</td><td>COMPOUND DETAIL</td><td>1</td></tr> <tr><td>C2</td><td>TOWER AND BUILDING ELEVATION</td><td>1</td></tr> <tr><td>C3</td><td>EXISTING HATCH PLATE DETAILS</td><td>1</td></tr> <tr><td>C4</td><td>ANTENNA MOUNTING DETAILS I</td><td>1</td></tr> <tr><td>C5</td><td>ANTENNA MOUNTING DETAILS II</td><td>1</td></tr> <tr><td>C6</td><td>BIAS-TEE DETAIL</td><td>1</td></tr> <tr><td>G1</td><td>GROUNDING DETAILS</td><td>1</td></tr> </tbody> </table>	SHEET	DESCRIPTION	REV	T1	TITLE SHEET	1	C1	COMPOUND DETAIL	1	C2	TOWER AND BUILDING ELEVATION	1	C3	EXISTING HATCH PLATE DETAILS	1	C4	ANTENNA MOUNTING DETAILS I	1	C5	ANTENNA MOUNTING DETAILS II	1	C6	BIAS-TEE DETAIL	1	G1	GROUNDING DETAILS	1
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C6	BIAS-TEE DETAIL	1																												
G1	GROUNDING DETAILS	1																												
<p>DRIVING DIRECTIONS</p> <p>SITE INFORMATION:</p> <p>AREA OF CONSTRUCTION: N/A PRESENT OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY PROPOSED OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY CURRENT ZONING: COMMERCIAL FOREST LEGAL DESCRIPTION: 1107046000 JURISDICTION: PACIFIC COUNTY SPECIAL ACCESS ISSUES: CALL JOE CAMERON (360) 875-9443 DATE COMBO: -</p>	<p>PROJECT SUMMARY</p> <p>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. HOLDING IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:</p> <p>1. INTERNATIONAL BUILDING CODE, 2012 EDITION 2. LOCAL BUILDING CODE (2011 EDITION) 3. CITY/COUNTY ORDINANCES 4. NATIONAL ELECTRIC CODE (2011 EDITION) 5. AHJ/BA/EDA-222-G</p> <p>CODE COMPLIANCE</p> <p>811 BEFORE YOU DIG... CALL 811 IT'S THE LAW!</p> <p>Know what's below. Call before you dig.</p>	<p>PROJECT TEAM</p>	<p>INDEX OF SHEETS</p>																											
<p>SITE INFORMATION</p>	<p>CIVIL SEAL:</p> 		<p>SHEET NUMBER: T-1 REVISION: 1 TEP #52236-1-4-19</p>																											



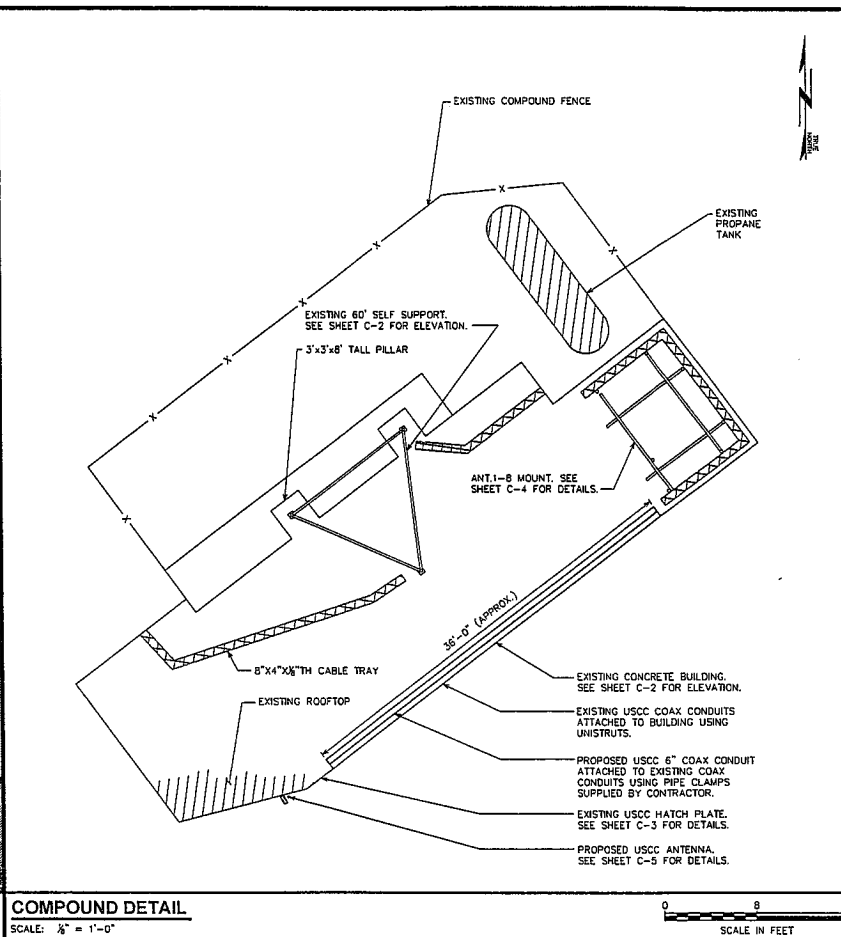
COMPOUND



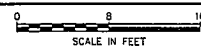
COMPOUND



COMPOUND



COMPOUND DETAIL
SCALE: 1/8" = 1'-0"



PLANS PREPARED FOR:

US Cellular
8410 W BRYN MAWR AVE, STE 700
CHICAGO, IL 60631
CUSTOMER SERVICE
(888) 944-9400

PLANS PREPARED FOR:

Faulk & Foster
1811 AUBURN AVE.
MONROE, LA 71201
RALPH THOMAS
(518) 325-4666

PROJECT INFORMATION:

**367310
KO MOUNTAIN**
6 MILES SW OF FRANCE
NASELLE, WA 98577
(PACIFIC COUNTY)

PLANS PREPARED BY:

TOYER ENGINEERING PROFESSIONALS
5545 W 96TH AVE, UNIT E
ARVADA, CO 80002
OFFICE: (303) 966-9914
www.toyereng.com

SEAL:

ANDREW J. TOYER
REGISTERED PROFESSIONAL ENGINEER
No. 48554
February 25, 2013

1	02-25-15	CONSTRUCTION
2	12-30-14	PRELIMINARY
REV	DATE	ISSUED FOR:
DRAWN BY:	5/07	CHECKED BY: ARS

SHEET TITLE:

**COMPOUND
DETAIL**

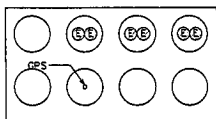
SHEET NUMBER:	REVISION:
C-1	1
TEP #52230.14410	

NOTES:

1. ALL VIEWS ARE LOOKING FROM THE TOWER TOWARDS THE SHELTER.
2. COAX LOCATIONS ARE SHOWN FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE BASED ON FIELD CONDITIONS.
3. CONTRACTOR TO CONFIRM THAT ADEQUATE ROOM EXISTS IN EXISTING HATCH PLATE PRIOR TO CONSTRUCTION.

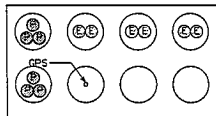
LEGEND

EMPTY PORT	○
EXISTING COAX TO REMAIN	⊗
EXISTING COAX TO BE REMOVED	⊗
PROPOSED COAX	⊗
EXISTING EWG	⊗
PROPOSED EWG	⊗



EXISTING HATCH PLATE LAYOUT

SCALE: N.T.S.

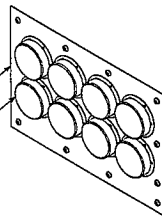


PROPOSED HATCH PLATE LAYOUT

SCALE: N.T.S.

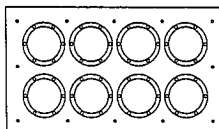
EXISTING ENTRY PANEL

EXISTING (8) BOOT ASSEMBLIES



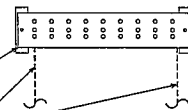
EXISTING ENTRY PORT DETAIL

SCALE: N.T.S.



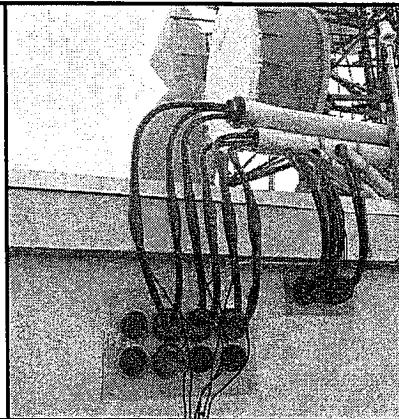
EXISTING SHELTER GROUND BAR

4/0 GROUND LEAD TO EXISTING GROUND RING

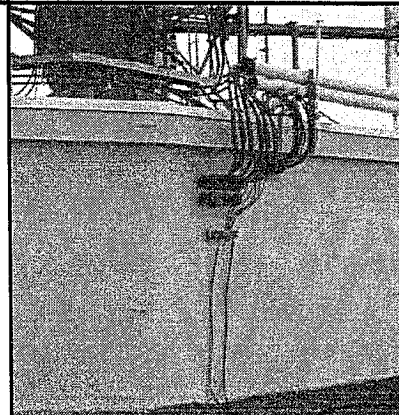


EXISTING SHELTER GROUND BAR

SCALE: N.T.S.



EXISTING HATCH PLATE



EXISTING GROUND BAR

PLANS PREPARED FOR:
U.S. Cellular
 8410 W BRYN MAWR AVE, STE 700
 CHICAGO, IL 60631
 CUSTOMER SERVICE
 (888) 944-9400

PLANS PREPARED FOR:
Faulk & Foster
 1811 AUBURN AVE.
 MONROE, LA 71201
 RALPH THOMAS
 (518) 325-4666

PROJECT INFORMATION:
367310
KO MOUNTAIN
 6 MILES SW OF FRANCE
 NASELLE, WA 98577
 (PACIFIC COUNTY)

PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
 5545 W 66TH AVE, UNIT E
 ARVADA, CO 80002
 OFFICE: (303) 555-9944
 www.tepco.net



1 02-25-15 CONSTRUCTION
 2 12-30-14 PRELIMINARY
 REV DATE ISSUED FOR:

DRAWN BY: SGT CHECKED BY: ANB

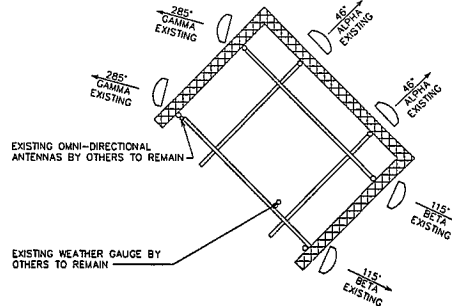
SHEET TITLE:
EXISTING HATCH PLATE DETAILS

SHEET NUMBER: **C-3** REVISION: **1**
 TEP #52230, 14449

ANTENNA/COAX SCHEDULE

SECTOR	EXISTING/ PROPOSED	MANUFACTURER (MODEL #)	MOUNTING HEIGHT	TRUE AZIMUTH	COAX SIZE	COAX LENGTH	ELEC. D-TILT	MECH. D-TILT	TWIST
ALPHA	EXISTING	AMPHENOL RWA 80016	15'-0"	46°	(1) FH 3/4	49'-0"	-	-	0°
ALPHA	EXISTING	AMPHENOL RWA 80016	15'-0"	46°	(1) FH 3/4	49'-0"	-	-	0°
BETA	EXISTING	AMPHENOL RWB 80015/90	15'-0"	115°	(1) FH 3/4	45'-0"	-	-	0°
BETA	EXISTING	AMPHENOL RWB 80015/90	15'-0"	115°	(1) FH 3/4	45'-0"	-	-	0°
GAMMA	EXISTING	AMPHENOL RWA 80016	15'-0"	285°	(1) FH 3/4	51'-0"	-	-	0°
GAMMA	EXISTING	AMPHENOL RWA 80016	15'-0"	285°	(1) FH 3/4	51'-0"	-	-	0°
ALPHA	PROPOSED	ANTEL HTXCW631819R000G	15'-0"	0°	(2) FH 3/4	70'-0"±	0°	0°	0°
GAMMA	PROPOSED	ANTEL HTXCW631819R000G	15'-0"	120°	(2) FH 3/4	70'-0"±	0°	0°	0°

*CONTRACTOR TO REFER TO THE FINAL LOADING INFORMATION PROVIDED BY USCC PM FOR FINAL AZIMUTH CONFIGURATION PRIOR TO INSTALLATION.



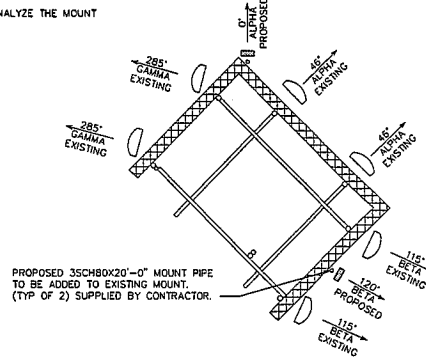
EXISTING ANT PLAN @ 15'-0"

SCALE: 1/4" = 1'-0"

SCALE IN FEET

NOTE:

TEP DID NOT ANALYZE THE MOUNT



PROPOSED ANT PLAN @ 15'-0"

SCALE: 1/4" = 1'-0"

SCALE IN FEET

PLANS PREPARED FOR:
U.S. Cellular
8410 W BRYN MAWR AVE, STE 700
CHICAGO, IL 60631
CUSTOMER SERVICE
(888) 944-9400

PLANS PREPARED FOR:
Faulk & Foster
1811 AUBURN AVE.
MONROE, LA 71201
RALPH THOMAS
(318) 325-4666

PROJECT INFORMATION:
**367310
KO MOUNTAIN**
6 MILES SW OF FRANCE
NASELLE, WA 98577
(PACIFIC COUNTY)

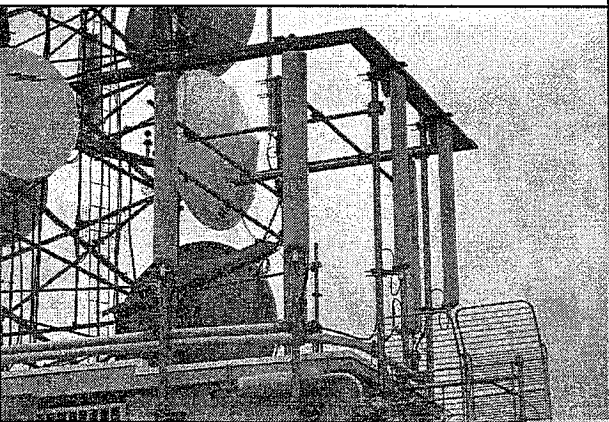
PLANS PREPARED BY:
TORREX ENGINEERING PROFESSIONALS
5545 IV 65TH AVE, UNIT E
JAYVODA, CO 80022
OFFICE: (303) 566-6914
www.torrexeng.com

SEAL:
ANDREW T. ALDREY
REGISTERED PROFESSIONAL ENGINEER
NO. 45854
February 23, 2015

1 02-25-15 CONSTRUCTION
0 12-30-14 PRELIMINARY
REV DATE ISSUED FOR:
DRAWN BY: SGT CHECKED BY: ARD

SHEET TITLE:
**ANTENNA MOUNTING
DETAILS**

SHEET NUMBER:
C-4
REVISION:
1
TEP #: 52235-1-4-4-2

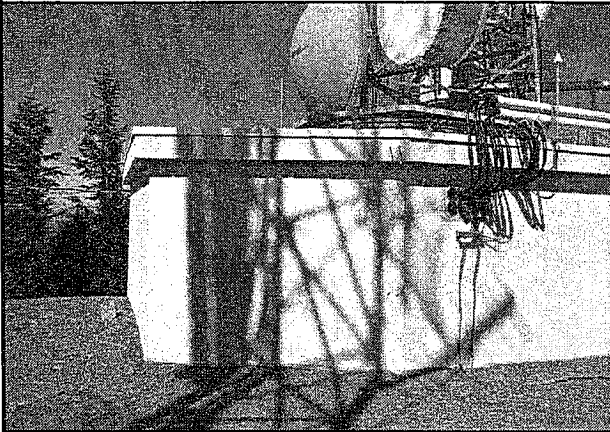


ANTENNA @ 15'-0"

ANTENNA/COAX SCHEDULE

SECTOR	EXISTING/ PROPOSED	MANUFACTURER (MODEL #)	MOUNTING HEIGHT	TRUE AZIMUTH	COAX SIZE	COAX LENGTH	ELEC. D-TILT	MECH. D-TILT	TWIST
GAMMA	PROPOSED	ANTEL HTXCW631819R0000	15'-0"	240°	(2) FH 7/8"	30'-0"±	0°	0°	0°

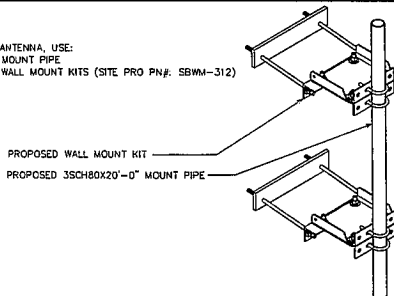
*CONTRACTOR TO REFER TO THE FINAL LOADING INFORMATION PROVIDED BY USCC PM FOR FINAL AZIMUTH CONFIGURATION PRIOR TO INSTALLATION.



NOTE:

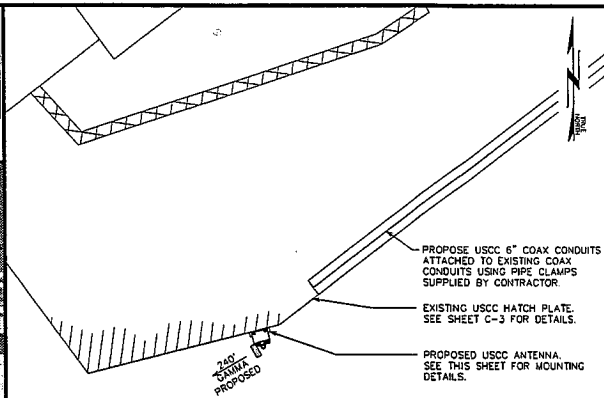
FOR EACH ANTENNA, USE:

- (1) 20'-0" MOUNT PIPE
- (1) SLIDER WALL MOUNT KITS (SITE PRO PN# SBWM-312)



MOUNTING BRACKET

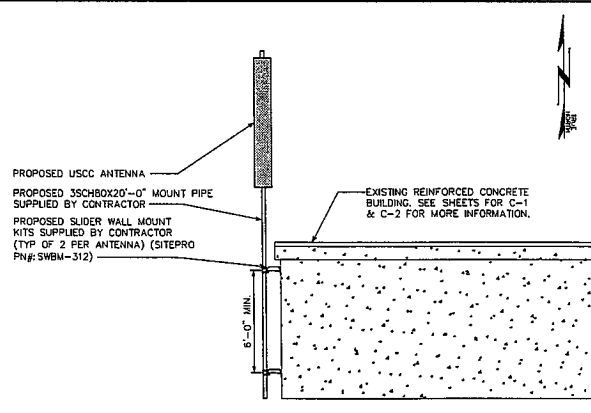
SCALE: N.T.S.



PROPOSED ANT PLAN @ 15'-0"

SCALE: 3/16" = 1'-0"

0 4 8
SCALE IN FEET



PROPOSED ANT ELEVATION

SCALE: 3/16" = 1'-0"

0 4 8
SCALE IN FEET

PLANS PREPARED FOR:

US Cellular
8410 W BRYN MAWR AVE, STE 700
CHICAGO, IL 60631
CUSTOMER SERVICE
(888) 944-9400

PLANS PREPARED FOR:

Faulk & Foster
1811 AUBURN AVE.
MONROE, LA 71201
RALPH THOMAS
(318) 325-4666

PROJECT INFORMATION:

**367310
KO MOUNTAIN**
6 MILES SW OF FRANCE
NASELLE, WA 98577
(PACIFIC COUNTY)

PLANS PREPARED BY:

TOWEX ENGINEERING PROFESSIONALS
5545 W 56TH AVE, UNIT E
ARVADA, CO 80002
OFFICE: (303) 568-9914
www.towex.net

SEAL:



1	02-25-13	CONSTRUCTION
0	12-30-14	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: SGT CHECKED BY: ARS

SHEET TITLE:

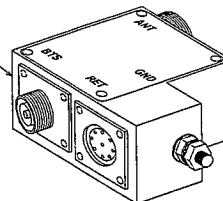
**ANTENNA MOUNTING
DETAILS**

SHEET NUMBER:	REVISION:
C-5	1
	TEP 8:522356.14449

JUMPER NOTES:

LENGTH: 10' MAX.
BEND RADIUS: 5" MIN.
BRACKET SPACING: 3' MAX.

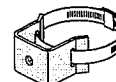
PROPOSED KMW KASCTPR8200B BIAS-TEE WITH DIN-FEMALE CONNECTOR FOR BTS & ANT PORTS. INSTALL PER MANUFACTURER INSTRUCTIONS.



BIAS-TEE DETAIL



ROUND MEMBER ADAPTER DETAIL



UNIVERSAL STANDOFF DETAIL

MOUNT BIAS-TEE PER MANUFACTURERS INSTRUCTIONS.

PROPOSED JUMPERS FROM PROPOSED 3/4" CABLE TO ANTENNA AND BIA-TEE.

PROPOSED JUMPER AND RET CABLE TO BE SUPPORTED WITH 1/2" SNAP-INS BY SITEPRO (P/N: 12SH-3, PACK OF 10) OR EQUIVALENT.

PROPOSED ROUND MEMBER ADAPTER BY ANDREW (P/N: RM-A800). SEE DETAIL THIS SHEET.

PROPOSED UNIVERSAL TOWER STANDOFF KIT BY SITEPRO (P/N: STK2-0 FOR 1 1/2"-3" MEMBERS) OR EQUIVALENT. SEE DETAIL.

PROPOSED 20'-0" MOUNT PIPE

PROPOSED ANTENNA

C/MOUNT & ANTENNAS

PROPOSED JUMPER. SEE NOTES

PROPOSED BIAS-TEE. SEE DETAIL THIS SHEET.

PROPOSED 3/4" RET CABLE

PROPOSED ANTENNA GROUND BAR (IF NEEDED)

NOTES:

1. SITES USING ERICSSON EQUIPMENT SHALL REQUIRE (1) BIAS-TEE INSTALLED AT THE ANTENNAS ONLY. SITES USING LUCENT EQUIPMENT SHALL REQUIRE (1) BIAS-TEE INSTALLED AT THE ANTENNAS AND (1) BIAS-TEE INSTALLED IN THE SHELTER.
2. ALL PROPOSED JUMPERS SHALL HAVE DIN-MALE CONNECTIONS AT BOTH ENDS.

BIAS-TEE DETAIL

SCALE: 3/4" = 1'-0"

0 1 2
SCALE IN FEET

PLANS PREPARED FOR:

US Cellular
8410 W BRYN MAWR AVE. STE 700
CHICAGO, IL 60631
CUSTOMER SERVICE
(888) 944-9460

PLANS PREPARED FOR:

Faulk & Foster
1811 ALBURN AVE.
MONROE, LA 71201
RALPH THOMAS
(318) 325-4666

PROJECT INFORMATION:

367310
KO MOUNTAIN
6 MILES SW OF FRANCE
HASELLE, WA 98577
(PACIFIC COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
5545 W 96TH AVE. UNIT E
JURVADA, CO 80002
OFFICE: (303) 566-9914
WWW.TEPENGINEERS.NET

SEAL:



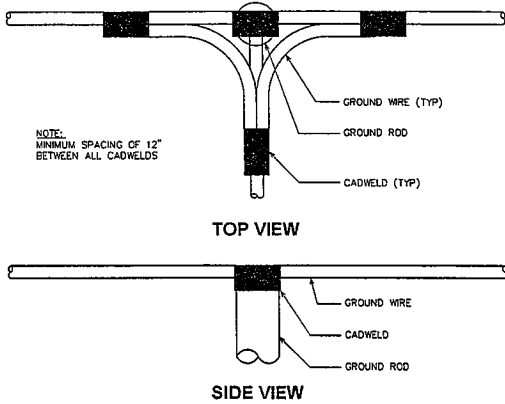
1	02-25-15	CONSTRUCTION
0	12-30-14	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: SGT | CHECKED BY: ARS

SHEET TITLE:

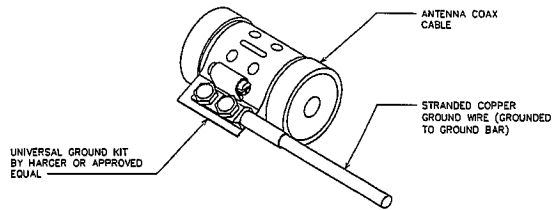
BIAS-TEE DETAIL

SHEET NUMBER:	REVISION:
C-6	1
TEP #52250.144-0	



NOTES:

1. DO NOT INSTALL COAX GROUND KIT AT A BEND.
2. CONTRACTOR TO WEATHERPROOF COAX GROUND.

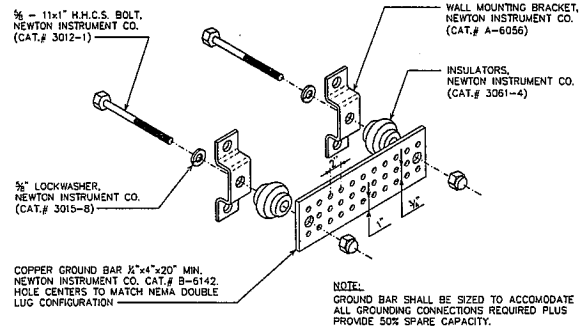


CADWELD GROUNDING DETAIL

SCALE: N.T.S.

GROUNDING DETAILS

SCALE: N.T.S.



STANDARD GROUND BAR DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

U.S. Cellular
8410 W BRYN MAWR AVE, STE 700
CHICAGO, IL 60631
CUSTOMER SERVICE
(888) 944-9400

PLANS PREPARED FOR:

Faulkner
1811 AUBURN AVE.
MONROE, LA 71201
RALPH THOMAS
(318) 325-4666

PROJECT INFORMATION:

367310
KO MOUNTAIN
6 MILES SW OF FRANCE
NASELLE, WA 98577
(PACIFIC COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
5565 W 8TH AVE, SUITE
ARVON, CO 80022
OFFICE: (303) 566-9914
www.towereng.com

SEAL:



1	02-25-15	CONSTRUCTION
0	12-30-14	PRELIMINARY
REV	DATE	ISSUED FOR:
DRAWN BY:	SET	CHECKED BY:

SHEET TITLE:
**GROUNDING
DETAILS**

SHEET NUMBER: **G-1** REVISION: **1**
TEP #52230.14449



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:

04/28/15

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:

☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: *mar*

DATE: 3/30/2015

NARRATIVE OF REQUEST

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

Confirm Judge Pro Tem Bond Continuation Certificates for Scott Harmer, Mike Turner and Joel Penoyar



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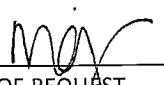
Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 3/30/2015
NARRATIVE OF REQUEST The Civil Service Commission held their meeting on April 21, 2015 and official appointed Amanda as Chief Examiner. This does not affect the adopted budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm appointment of Amanda Bennett as Civil Service Chief Examiner effective April 21, 2015	



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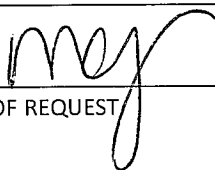
☐ OTHER: _____

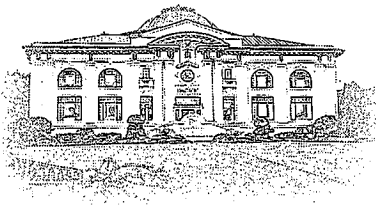
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
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| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 3/30/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm letter of support for the Health Infrastructure Investment Program Grant by Valley View Health Center	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

April 21, 2015

Steven C. Clark, Executive Director
Valley View Health Center
2690 NE Kresky Avenue
Chehalis, WA 98532

RE: Letter of Support for the Health Infrastructure Investment Program Grant

The Board of Pacific County Commissioners is submitting this letter in support of Valley View Health Center's goal to modernize and renovate their clinic in Raymond, Washington; this clinic serves the communities of north Pacific County. We have a clear understanding of the needs of our local families and the quality care Valley View Health Center offers.

Valley View Health Center provides medical, dental, and behavioral health services in Lewis, Pacific, and Thurston counties, with a focus on the collaborative-care model between all three departments. The collaborative-care model is important to our community members because it ensures that Valley View Health Center providers are able to treat not only the acute symptoms of their patients, but to help strengthen the patient's overall health. This funding will allow Valley View Health Center to renovate their current building to better support the needs of our community by increasing access to patients through improved utilization of staff and facilities as well as allow for much needed improvements to the facility.

We fully support the efforts and commitment of Valley View Health Center. Awarding these funds to them will allow increased access to integrate primary care services and provide quality care to the members of our community.

Sincerely,

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

4/28/15 mtg (S)

Years of Service Report April 2015

Total Years of Service 25

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Shannon A. Pettit	4/9/1990	4/1/1990	PETTS

Thursday, April 09, 2015 @: Lisa - KB

Page 1 of 1



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

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
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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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-15-15
NARRATIVE OF REQUEST Blair Swogger has been selected to fill the Engineering Technician/GIS Assistant position effective June 1, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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☐ 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): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: _____

NARRATIVE OF REQUEST

Attached is the Public Notice, Call for Bids and Notice to Contractors to the U Street Resurfacing Project MP 1.71 (Bay Avenue) to MP 3.13 (Joe Johns Road).

Please execute and allow the Clerk of the Board to assign the bid opening date at a later date.

We will advertise this CAPP funding project following approval of the construction funds by WSDOT for the Sandridge Road resurfacing (federal funded).

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

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): U Street Resurfacing Project MP 1.71 to MP 3.13	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):	
Public Works Project (RCW 39.04):	
<input type="checkbox"/> Limited PW Process (<\$35,000)	<input type="checkbox"/> Limited PW Process (<\$40,000)
<input type="checkbox"/> Small PW Process (<\$300,000)	<input checked="" type="checkbox"/> PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32):	
<input type="checkbox"/> < \$5,000 (attach 3 bids)	<input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe): _____
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation):	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice 	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input checked="" type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): 	
TOTAL COST/AMOUNT (include sales & use tax):	
TOTAL TAX:	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: 104 _____ .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS: County Arterial Preservation Program

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

U STREET RESURFACING PROJECT MP 1.71 TO MP 3.13

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of _____ or as soon thereafter as possible, on _____, 20____ in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Post Office (P.O. Box 187) in South Bend, Washington, 98586-0187 prior to normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the above **U STREET RESURFACING PROJECT MP 1.71 TO MP 3.13**.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

NOTICE TO CONTRACTORS
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
P.O. BOX 66, SOUTH BEND, WASHINGTON 98586

Sealed bids will be received by the Board of County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington, until the hour of _____ on _____, 20____ and will then and there be opened and publicly read for the:

U STREET RESURFACING PROJECT MP 1.71 TO MP 3.13

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, P.O. Box 66, South Bend, Washington, 98586, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, Pacific County Courthouse, 300 Memorial Drive, South Bend, WA, and Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

PUBLIC NOTICE
CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of _____ on _____, 20____ and will then and there be opened and publicly read for the:

U STREET RESURFACING PROJECT MP 1.71 TO MP 3.13

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Bid proposals shall be submitted in a sealed envelope, clearly marked "**U STREET RESURFACING PROJECT MP 1.71 TO MP 3.13**", together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

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Clerk of the Board



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☐ Legal Required

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☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: _____

DATE: 4-14-15

NARRATIVE OF REQUEST

Request use of the Leave Credit Transfer Program due to FMLA

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



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☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 4-20-15

NARRATIVE OF REQUEST

Request to replace the 2000 Chevrolet pickup equipment number 087 from State Bid.

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:

4/28/2015

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: Community Development

DIVISION (if applicable): Admin

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

SIGNATURE: 

DATE: 4/22/2015

NARRATIVE OF REQUEST

The Department requests approval to hire Lisa Martindale for the Administrative Assistant II position in the South Bend office.

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:

4-28-15

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

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☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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☐ 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: Juvenile Court Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: J. Wayne Leonard

PHONE / EXT: 3350

SIGNATURE: J Wayne Leonard

DATE: 4-14-15

NARRATIVE OF REQUEST

Confirm hire of Legal Assistant
Casual position, up to 39 hours
a month.

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:

04/28/15

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

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TIME: _____

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☐ OTHER: _____

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☐ DPW

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☐ Auditor

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☐ Treasurer

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☐ Clerk

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☐ Prosecutor

☐ Veg Mgmt

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☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 3/30/2015

NARRATIVE OF REQUEST

A public hearing was held on April 14, 2015 for the Call for Bids. The Chinook Observer was the only bid received.

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

Approve 2015-2016 Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2015 through June 30, 2016

PRINTING CONTRACT
"Official County Newspaper"
and
"Area Specific Newspaper"

This CONTRACT, made and entered into this _____ day of _____, 2015 by and between PACIFIC COUNTY, acting by and through its duly elected and qualified Board of County Commissioners, hereinafter called "COUNTY", and the **Chinook Observer**, a weekly newspaper published in Long Beach, WA in said County and State, hereinafter called "CONTRACTOR".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The COUNTY hereby designates the CONTRACTOR as the Official County newspaper for the period beginning July 1, 2015 and ending June 30, 2016 both dates inclusive. The parties agree that the CONTRACTOR shall publish in a timely fashion, all COUNTY notices that are required by law to be published.
2. The COUNTY shall pay to the CONTRACTOR and the CONTRACTOR shall charge the COUNTY for such printing publication the sum of \$7.60 per column inch at 1.611-inch columns or \$7.60 per column inch at 3.389-inch columns for the first insertion and \$6.60 per column inch at 1.611-inch columns or \$6.60 per column inch at 3.389-inch columns for each subsequent publication of the same matter. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera-ready form) at the same per column inch rate of \$7.60 per column inch at 1.611-inch columns or \$7.60 per column inch at 3.389-inch columns for the first insertion and \$6.60 per column inch at 1.611-inch columns or \$6.60 per column inch at 3.389-inch columns for subsequent insertions.
3. It is further understood and agreed that all such printed matter will be set in not less than eight-point type, unless a specific request for another type size accompanies the request for publication with the width of the column to be either the 1.611" width or 3.389", as used in standard news articles.
4. The CONTRACTOR further agrees to furnish without charge, (a) two (2) affidavits of publication, for each notice within seven (7) days of its final publication with numbered invoices for bookkeeping control, to the County Office requesting publication, and (b) five (5) copies of each issue of the newspaper; three (3) to the County Commissioners' Office and two (2) to the County Auditor's Office.
5. The CONTRACTOR agrees to publish promptly at the time designated all such County printing furnished to it, at the rates mentioned. Such publication shall be in a regular issue of the Chinook Observer and in every copy thereof, and shall be set according to the instructions received from the COUNTY. Each publication shall conform to good newspaper practices.
6. The CONTRACTOR agrees to provide a performance bond in the amount of five thousand dollars (\$5,000) for the correct and faithful performance of its obligations under this CONTRACT.

7. The CONTRACTOR, in performance of this Contract, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Contract to assure quality of services.
8. All notices, which either party gives the other, shall be delivered in writing to the address below or to subsequent addresses, as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Board of Pacific County Commissioners
P.O. Box 187
1216 W. Robert Bush Drive, Suite F
South Bend, WA 98586
360/875-9337

TO: Chinook Observer
P O Box 427
205 Bolstad Avenue E. Suite #2
Long Beach, WA 98631
360/642-8181
Tax ID/UBI # _____

9. If either party breaches any of the provisions herein, the nonbreaching party may terminate this CONTRACT as follows:
 - a. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.
 - b. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.
 - c. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the CONTRACT immediately by delivering written notice of the termination to the breaching party.
10. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.
11. If any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof, shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
12. The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.

13. In the event either party files a lawsuit to enforce the provisions of this CONTRACT, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this CONTRACT shall be filed in the Pacific County Superior Court.
14. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.
15. This CONTRACT and all public records associated with this CONTRACT 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 CONTRACT, 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 claims 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.

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

General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

17. This CONTRACT together with the specifications in the County's Invitation to Bid dated February 25, 2015 and the Contractor's Proposal dated April 7, 2015 contains the entire CONTRACT of the parties and there are not other promises or conditions in any other contract whether oral or written. This CONTRACT supersedes any prior written or oral contracts between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

CONTRACTOR
Chinook Observer

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Matt Winters, Publisher

Date

Steve Rogers, Chair

Frank Wolfe, Commissioner

APPROVED AS FORM

Lisa Ayers, Commissioner

Mark McClain, Prosecuting Attorney

ATTEST

Marie Guernsey
Clerk of the Board

Date



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

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

REQUESTED MEETING DATE:

04/28/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED

☐ DENIED

Agenda Item #: _____

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Review ☐ Clerk of the Board

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☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 4/20/2015

NARRATIVE OF REQUEST

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

Approve Contract for Services with the Port of Ilwaco pertaining to the Halton Property Development in the amount of \$25,000 and rescind motion of February 24, 2015

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF ILWACO

THIS CONTRACT is made between Pacific County – P O Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Ilwaco – P O Box 307, Ilwaco, WA 98624 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to complete the Halton Property Development; and

WHEREAS, the RECIPIENT’S Halton Property Development meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Halton Property Development implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, the RECIPIENT’S Halton Property Development will require substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Halton Property Development is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its Project; and

WHEREAS, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this project following a public review process, and

WHEREAS, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Twenty-five thousand dollars (\$25,000) for one year beginning January 1, 2015 through December 31, 2015 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Halton Property Development for grading, rocking and construction of concrete pads for boat repair and storage. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Reimbursement shall only be for expenses incurred for the Halton Property Development as specified in Attachment A.

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Public Facilities Improvement Fund (No. 126), has pledged twenty five thousand dollars (\$25,000) for one year beginning January 1, 2015, through December 31, 2015 to assist the RECIPIENT to complete this project. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INSURANCE**

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

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

12. **INDEMNIFICATION**

In accepting this CONTRACT, the RECIPIENT, 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 RECIPIENT 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 RECIPIENT, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January, 2015. It will continue in effect through the 31st day of December 2015, unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

18. **SEVERABILITY**

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

19. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

20. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

21. **PUBLIC RECORDS ACT**

This CONTRACT and all public records associated with this CONTRACT 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 RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT 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 RECIPIENT 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 RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT 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 RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

22. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: 360/875-9334

For the RECIPIENT: Guy Glenn Jr, Port Manager
Port of Ilwaco
P O Box 307
Ilwaco, WA 98624
Telephone: 360/642-3143

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

RECIPIENT (Port of Ilwaco)

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

Guy Glenn, Manager Date

Steve Rogers, Chair

ATTEST:

Name, Title Date

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board Date

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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