

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

**Tuesday, May 12, 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-B)

- A)** Approve Rainbow Valley Landfill Vouchers:
Royal Heights Transfer Station, Inc- \$1,844.64
PUD NO. 2- \$63.83
Broadband Environmental Services- \$750.00
Dragon Analytical Laboratory- \$2,779.00
- B)** Approve minutes from April 14, 2015

CLOSE MEETING

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

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

2015-19

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

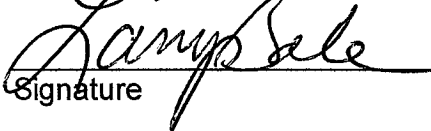
Vendor #	Date
Reference No. 2	Purchase Order Number

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
4851	5/3/15	LEACHATE TRANSPORTATION	660	000	537	10	41	\$1844.64

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.


PRES.
5/5/15
 Signature Title Date

Reviewed by:


May 5 '15
 Faith Taylor, Director Date
 Department of Community Development

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

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

Invoice

DATE	INVOICE #
5/3/2015	4851

RAINBOW VALLEY LANDFILL, INC.
114 Airport Rd.
Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
5/13/2015

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
4/30/2015	144,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	1,844.64

Balance Due

\$1,844.64

Date			
	<u>loads</u>		
5/1/2015			
2			
3	3		
4			
5			
6	3		
7	1		
8			
9	2		
10	1		
11			
12			
13	2		
14	2		
15			
16	1		
17	1		
18			
19			
20	3		
21			
22			
23			
24	3		
25			
26			
27	2		
28			
29			
30			
	24		
	<i>total gallons</i>		144000
		TOTAL	\$1,844.64

2015-20

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	4/24/15	UTILITIES	660	000	537	10	41	63.03

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 Bole *Pres.* *5/5/15*
 Signature Title Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

May 5 '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



PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY

Account Number 19983

Page 1 of 1

Statement Date 04/24/2015

PO Box 472
Raymond WA 98577
raycustserv@pacificpud.org
(360)942-2411
(360)484-7454 (Naselle)

Billing Summary

Previous Balance	53.41
No Payments Received	0.00
Past Due Balance - Due Now	53.41
Current Charges Due By 05/21/15	63.83
Total Due	117.24

*****AUTO**SCH 5-DIGIT 98531
LARRY BALE C-1 P-1
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Messages

Due Date does not pertain to Balance Forward amount.



Meter #: A34390 LOC: 14090804-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details

Current KWH Reading	04/22/15	83399
Previous KWH Reading	03/16/15	82815
Total KWH Usage		584
Days Served	37	

Detail of Charges

584 kWh x 0.071200	41.58
Power Cost Adj @ 3%	1.25
Elec Basic Charge	21.00
Total This Service	63.83

MO	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15
Usage	820	788	579	731	277	277	282	798	781	894	666	442	584
Avg/Day	25	27	19	24	9	9	10	28	27	26	23	16	16

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER		OTHER PHONE NUMBER
SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Account Number	19983
Due Date	05/21/2015
Amount Due	117.24
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

Public Utility No. 2 of Pacific County *
P.O. Box 472 07
Raymond, WA 98577-0472



2015-21

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

BROADBAND ENVIRONMENTAL SERVICES

1125 N. 13TH ST. APT. D-13

SHELTON, WA 98584

Vendor #	Date
Reference No. 2	Purchase Order Number

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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.
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
0115	4/28/15	WATER QUALITY SAMPLING	660	000	537	10	41	\$750.00

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 Cole
 Signature

PRES.
 Title

5/5/15
 Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

Date

May 5, 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

INVOICE

Broadband Environmental Service

INVOICE #0115
APRIL 28, 2015

301 Wallace Kneeland Blvd.
Ste. 224-186
Shelton, WA 98584
Phone 360 581 7873

George@broadbandenvironmental.com

TO Rainbow Valley Landfill
Attn: Larry Bale
114 Airport Road
Raymond, WA 98577

FIELD PERSON	JOB	PAYMENT TERMS	DUE DATE
George Campbell	1st Quarter 2015 sampling	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
5 hours	Sampling	75.00	375.00
3 hours	Travel Time	75.00	225.00
2 hours	Report Writing	75.00	150.00
SUBTOTAL			750.00
SALES TAX			0.0
TOTAL			750.00

Make all checks payable to Broadband Environmental Services
THANK YOU FOR YOUR BUSINESS!

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

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

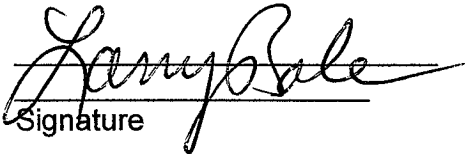
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
150331-09	4/16/15	WATER QUALITY TESTING	660	000	537	10	41	\$2779.00

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.


Signature

PRES.
Title PRES.

Date 5/5/15

Reviewed by:


Faith Taylor, Director
Department of Community Development

Date

May 5 '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

Dragon Analytical Laboratory, Inc.

2818 Madrona Beach Rd NW
Olympia, WA 98502
360-866-0543

Invoice

Invoice #

4/16/2015

150331-09

Bill To

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

Project #

Q1 2015

P.O. #

Terms

Net 30

Service Date	Qty	Item	Description	Rate	Amount
3/31/2015	9	Total Coliform	Total Coliform	25.00	225.00
	2	BOD	Biochemical Oxygen Demand	45.00	90.00
	5	Chloride	Chloride	25.00	125.00
	5	COD	Chemical Oxygen Demand	30.00	150.00
	4	Metals, Total	Heavy Metals, Total (Fe,Mn)	28.00	112.00
	5	Metals	Heavy Metals, Dissolved (Fe,Mn,Zn)	42.00	210.00
	9	Metals, Prep	Heavy Metals, Extraction	10.00	90.00
	11	AMO	Ammonia	25.00	275.00
	9	Nitrate	Nitrogen, Nitrate	25.00	225.00
	2	Oil & Grease	Oil & Grease (FOG) HEM	65.00	130.00
	11	pH	pH Electrometric, Water	12.00	132.00
	2	TSS	TSS	25.00	50.00
	2	TURB	Turbidity	20.00	40.00
	5	Sulfate	Sulfate	25.00	125.00
	9	TOC	Tot Organic Carbon	50.00	450.00
	1	BNA	BNA	350.00	350.00

Thank you for your order, we appreciate your business.

Total \$2,779.00

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, April 14, 2015

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Katie Lindstrom, Health & Human Services Deputy Director
Scott McDougall, Emergency Management Deputy Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jerri Hawks

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

PUBLIC COMMENT - None

CONSENT AGENDA (Item A-B)

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

Approve Rainbow Valley Landfill Vouchers:
PUD #2 - \$53.41
Royal Heights Transfer Station, Inc. - \$2,536.38
City of Raymond - \$3,655

Approve minutes of March 24, 2015

MEETING CLOSED – 9:01AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

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

May 12, 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.

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

10:00 AM Public Hearing: Ordinance 176- Flood Damage Prevention

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

10:30 AM Workshop w/ Auditor re: Travel, Wellness & Policies

12:00 PM Joint (Elected/Appointed) Management Meeting- *Elections Room*

2:30 PM Workshop w/ Superior Court Judge re: Personnel

Call to Order

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

ITEMS REGARDING GENERAL BUSINESS

- 1) Consider adoption of Proclamation declaring the week of May 17-23, 2015, as Emergency Medical Services Week; theme- EMS. Strong. Also recognizing this as Medix 40th anniversary

CONSENT AGENDA (Items 2-9)

Sheriff

- 2) Confirm promotion of Ron Clark as Undersheriff effective May 1, 2015

Department of Public Works

- 3) Approve the Road Haul Permit No. 2015-8 and accept the Surety Bond No. 6264725 with Green Diamond Resource Company
- 4) Approve continuation of Road Haul Permit No. 2015-12 with Sierra Pacific Industries

General Business

- 5) Vendor Claims:
Warrants Numbered 126977 thru 127069 - \$340,681.33

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.

- 6) Approve April, 2015 payroll; Total # of employees: 164; total payroll: \$693,827.72
- 7) Approve amendment #1 with Crisis Support Network to provide emergency housing services
- 8) Approve the minutes from April 14, 2015
- 9) Acknowledge and present Certificate of Good Practice for 2014 to County Engineer

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 10) Consider approval of request for Special Use Agreement with Humptulips Valley Hustler's 4-H Club at Morehead Park; authorize Chair to sign
- 11) Consider approval of request for Special Use Agreement with Satsop School District #104 at Morehead Park; authorize Chair to sign
- 12) Consider to adopt Resolution 2015-____ regarding the Parpala Road Slide Repair Project

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1

- 13) Consider approval of request to solicit quotes utilizing a small works roster for replacement of cross culverts within the boundaries of the District

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 14) Consider approval of Agreement for Professional Services with the Watershed Company to update the County's Critical Area Ordinance; authorize Chair to sign
- 15) Consider approval of request to amend the contract with the Watershed Company to incorporate the GIS Mapping for the County's new environmental designations
- 16) Consider approval of Agreement with the Naselle Youth Camp to teach food handling classes to their students

ITEMS REGARDING HEALTH AND HUMAN SERVICES

- 17) Accept resignation of Lindsey Hylton effective June 11, 2015 and Consider approval of request to advertise for Human Service Program Manager
- 18) Consider approval of Grant Agreement with Region 3 Healthcare Preparedness Coalition; authorize Health Director to sign

ITEMS REGARDING PROSECUTOR'S OFFICE

- 19) Consider approval of request to hire Haylee Mills as Deputy Prosecutor effective June 1, 2015
- 20) Consider approval of request to purchase computer, desk and other minor office equipment for the new Deputy Prosecutor in the amount of \$3,000

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ITEMS REGARDING ASSESSOR'S OFFICE

- 21) Acknowledge resignation of Blair Swogger, effective May 31, 2015 and consider approval of request to advertise for vacant Appraiser position

ITEMS REGARDING VEGETATION MANAGEMENT

- 22) Consider approval of request to advertise for Spartina crew

ITEMS REGARDING GENERAL BUSINESS

- 23) Consider approval of Collective Bargaining Agreement with the Local 367
- 24) Consider approval of Interlocal Agreement for repayment of purchase for dispatch radio equipment with North Pacific County EMS
- 25) Consider approval of Technical Support Agreement with Efficiency, Inc for annual renewal regarding For the Record (FTR) system; authorize Chair to sign

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 27) Consider adoption of Ordinance 176- Flood Damage Prevention

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:

05/12/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ 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:

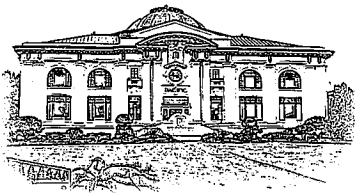
SIGNATURE: 

DATE: 4/20/2015

NARRATIVE OF REQUEST

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

Adopt Proclamation recognizing the week of May 17-23, 2015 as Emergency Medical Services Week with the theme, EMS. Strong. and also recognizing this as Medix 40th anniversary



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

NOW THEREFORE, we, the Board of Pacific County Commissioners in recognition of this event do hereby proclaim the week of May 17-23, 2015, as

EMERGENCY MEDICAL SERVICES WEEK



With the theme, **EMS: Strong**, we encourage the community to observe this week with appropriate programs, ceremonies and activities.

DATED this 12th day of May 2015.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner



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

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

REQUESTED MEETING DATE:

05/12/15

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff

PHONE / EXT: 3395

SIGNATURE: 

DATE: 5/4/2015

NARRATIVE OF REQUEST

Request the BOCC confirm the promotion of Ron Clark to Undersheriff effective May 1, 2015.

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

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REQUESTED MEETING DATE:

05/12/15

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 4/28/2015

NARRATIVE OF REQUEST

Green Diamond Resource Company has submitted Road Haul Permit No. 2015-8 and submitted Verification Certificate for Indefinite Term Surety Bond No. 6264725 in the amount of \$5,000 for this permit. Please accept the Surety, the original will be filed with DPW.

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:

5/12/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item#: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

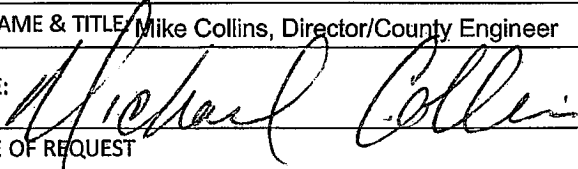
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 5/7/15
NARRATIVE OF REQUEST Sierra Pacific Industries submitted Road Haul Permit No. 2015-12 for hauling on Green Creek, Camp One, and Mill Creek Roads and have requested continuation of the \$17,500 cash bond they submitted for the 2008/09/10/11/12/13/14 seasons. Please approve continuation of this bond that is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

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

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

As of this date, May 12, 2015, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

126977 thru 127069 \$ 340,681.33

Warrants Dated: April 30, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



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

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

REQUESTED MEETING DATE:

05/12/15

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

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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☐ Assessor

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☐ PCEMA

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☐ Treasurer

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☐ 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: General Administration

DIVISION (if applicable): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT: _____

SIGNATURE: *Kathy Spoor*

DATE: 4-28-15

NARRATIVE OF REQUEST

Attached for your consideration is an amendment to our contract with Crisis Support Network to provide emergency housing services. This amendment adds \$25,000 in doc recording fees to serve as match for an increase in state funding made available to our County. There is a required dollar-for-dollar match. The net increase in funding available to serve our residents is \$50,000.

This may require a supplement later in the year. There is a possibility we may not fully expend funds in another of our housing contracts which could cover this without a supplement. Should a supplement be needed, there is adequate fund balance available to cover the additional funds requested for this amendment.

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

Move to approve Amendment #1 to Contract for Services between Pacific County and Crisis Support Network increasing the total available by \$25,000.

Name of Contractor: Crisis Support Network

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

Contract for Services between Pacific County, Washington and Crisis Support Network, Amendment #1

Indicate type:

☒ Intergovernmental/Interagency

☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement

☐ Interoffice/Interdepartmental

☐ State Contract

Contractor Type (check all that apply):

☐ For-Profit

☐ Private Organization/Individual

☒ Non-Profit

☐ Public Organization/Jurisdiction

☐ State

☐ Sub-Recipient

☐ Federal

☐ Other

Please 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): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)

☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real

☐ Telecomm & Data Processing ☒ Other (Describe):

To be located at: emergency housing and rental assistance

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds

☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase*

☐ Special Facilities/Market Conditions

*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution

☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids

☐ Open Space/Timber Classification ☐ Post, Advertise, Fill Position (New Employee Form Required)

☒ Other (please describe): contract for emergency housing and rental assistance services

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

TOTAL COST/AMOUNT (include sales & use tax): \$25,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 127 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☒ No

Will supplemental be required? ☒ Yes? ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No AMOUNT OF MATCHING FUNDS:

CONTRACT FOR SERVICES
Between
PACIFIC COUNTY, WASHINGTON
And
CRISIS SUPPORT NETWORK

AMENDMENT #1

WHEREAS, the Contract for Services between Pacific County and Crisis Support Network, entered into the 1st of January, 2015, allows for contract modifications; AND

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

WHEREAS, there is a need to amend the amount of funding available for emergency shelter and homeless prevention categories to reflect an increase of \$25,000 to be used as match for State Consolidated Homeless Grant funds; AND

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

NOW, THEREFORE, Section 1, "FUNDING", Section 2, Table 1, "USE OF FUNDS AND SCOPE OF WORK", TABLE 1, columns "ALLOCATION", and Attachment (B), "INVOICE FOR PAYMENT", are hereby amended as follows:

1. **FUNDING**

A total of Ninety Eight Thousand Three Hundred Forty Six Dollars (\$98,346), has been pledged within the Pacific County Low Income Housing Assistance Fund No. 127 to provide the RECIPIENT with local matching funds for the consolidated homeless grant and for other services included within the County's Ten Year Plan to End Homelessness.

2. **USE OF FUNDS and SCOPE OF WORK (Table 1)**

ACTIVITY	ALLOCATION	PAYABLE	REPORTING REQUIREMENTS	Recording Fee Revenue Source
Consolidated Homeless Program Operations	\$23,000	Actual Costs Reimbursed	Conduct annual point in time homeless count and housing inventory per RCW 43.185C.010 prepare and submit reports to Dept of Commerce by the end of each calendar year	Homeless

			<p>Conduct community outreach to increase awareness of the program</p> <p>Submission of Invoice for Payment (Attachment C) and</p> <p>Quarterly <i>"Activities and Narrative Report"</i> – (Attachment A) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)</p>	
<p>Emergency Shelter and Homeless Prevention Assistance</p> <p>Funds can be used for up to 180 calendar days of combined shelter and prevention services. No more than 90 days can be used for emergency shelter</p> <p>Hotel/Motel Vouchers</p> <p>Rent or mortgage subsidies to prevent eviction First and/or last month's rent, security deposits, and screening fees</p>	Total: \$75,346	Actual costs reimbursed	Submission of invoice for payment (Attachment B) and attached receipts	Homeless

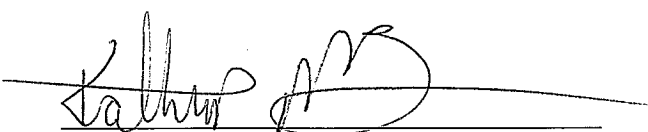
Mediation program for landlord tenant disputes				
Utility payments for individuals or families who have received a termination of service notice.				
TOTAL	\$98,346			

ATTACHMENT B: See Attached

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

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

Crisis Support Network


 Kathryn Burr, Executive Director

BOARD OF COUNTY COMMISSIONERS
 PACIFIC COUNTY, WASHINGTON

 Steve Rogers, Chair

 Frank Wolfe, Member

 Lisa Ayers, Member

ATTEST:

 Marie Guernsey
 Clerk of the Board

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PROCEEDINGS

9:00 AM
Tuesday, April 14, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Katie Lindstrom, Health & Human Services Deputy Director
Scott McDougall, Emergency Management Deputy Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)
Pat Meyers-Willapa Harbor Herald (recorded meeting)
Jerri Hawks

PUBLIC COMMENT

CONSENT AGENDA (1-7)

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

Sheriff's Office

**Confirm hire of Sam Schouten to fill vacant Deputy position; 1.0 FTE,
Step 1, effective April 1, 2015**

Boards and Commissions

**Approve reappointment of Diane Knutson to the Human Services Advisory
Board and Marshall Tate and Jean Shaudys to the Board of Adjustment**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

General Business

Vendor Claims:

Warrants Numbered 126534 thru 126624 - \$331,028.93

Warrants Numbered 126625 thru 126686- \$41,925.03

Warrants Numbered 126687 thru 126754 - \$402,050.52

Approve March, 2015 payroll; Total # of employees: 167; total payroll: \$690,016.72

Approve the regular meeting minutes of March 24, 2015

Confirm support of Recommendation #4 from the TriWest Report pertaining to the proposed 5-County Behavioral Health Organization

Confirm letter of support for submission of the 2015 Justice and Mental Health Collaboration Grant Application

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve appointment of David Cowell to fill vacant South County Road Supervisor position, Grade 15 Step 1, effective April 15, 2015, subject to successful completion of all county policies and adequate budget appropriations

Adopt Resolution 2015-014 initiating County Road Project No. 1642 pertaining to the improvement of U Street for resurface with hot mix asphalt

Approve request to advertise for temporary (casual positions) engineering aides for the summer construction season and return with request to hire

Approve issuance of Call for Bids, subsequent Public Notice and Notice to Contractors for the Sandridge Road Resurfacing Project; authorize Clerk of the Board to assign bid opening date upon authorization of funds

Adopt Resolution 2015-015 establishing the County Park Camping Fees and Charges

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve request to advertise for summer youth litter crew and a crew lead and return with request to hire

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

ITEMS REGARDING HEALTH AND HUMAN SERVICES DEPARTMENT

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

Adopt Resolution 2015-016 setting fees for services and rescinding all conflicting resolutions

Approve Personal Service Contract with Bernita LaCroix for Registered Dietitian, subject to adequate budget appropriations

Approve hire of Lindsey Owen as Casual Parent Education Facilitator, effective April 14, 2015, Grade 13 Step 10, not to exceed 39 hours per month and subject to adequate budget appropriations

Approve County Program Agreement #1563-35602 Let's Draw the Line 2015 and authorize Chair to sign

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve purchase of three Mobile Data Computer's in the amount of \$11,219.38, Avtec Ranger software in the amount of \$3,990, Spillman Touch software in the amount of \$5,821, one (1) laptop computer for Ranger in the amount of \$429, and acknowledging receipt of contribution in the amount of \$2,850 from the Shoalwater Bay Indian Tribe to be applied toward these Purchases, subject to adequate budget appropriations. Adopt Resolution 2015-017 recognizing purchase of Spillman from a single source of supply and Resolution 2015-018 recognizing purchase of Avtec from a single source of supply

ITEMS REGARDING ASSESSOR'S OFFICE

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

Approve appointment of Connie Williams to fill vacant Chief Appraiser position, effective April 10, 2015, Grade 14 Step 7 to include a \$350 monthly stipend, subject to adequate budget appropriations

ITEMS REGARDING FAIR

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

Adopt Resolution 2015-019 amending the Fair Fee Schedule and rescinding all conflicting resolutions

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

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2015-020 amending the Public Records Policy and rescinding all conflicting resolutions

Approve Intergovernmental Cooperation Agreement with Pacific Conservation District for resource conservation management

Adopt Order pertaining to the distribution of the 2014 PUD Excise Tax

Approve Interlocal Agreement with the City of Long Beach for repayment of loan for purchase of dispatch equipment

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Accept resignation of Marcus Lundy, Engineering Technician III, effective April 23, 2015 and authorize advertising for vacant position, return with request to hire

ITEMS REGARDING PROSECUTOR'S OFFICE

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

Approve request to advertise for entry level deputy prosecutor Grade 15 Management/Exempt and return with request to hire

ITEMS REGARDING GENERAL BUSINESS

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

Approve Vendor Claims, Warrants Numbered 126755 thru 126833 in the amount of \$232,751.84, subject to adequate budget appropriations

EXECUTIVE SESSION – Not needed

RECESS – 9:21AM

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PUBLIC HEARING

Chairman Rogers opened the public hearing at approximately 10:02AM for the Call for Bids for the Official Newspaper and Area Specific Newspaper.

The Clerk of the Board indicated that only one bid was received from the Chinook Observer.

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

Award Call for Bids for Official and Area Specific Newspaper to the Chinook Observer and authorize the Clerk of the Board to prepare the Printing Contract for consideration at the April 28, 2015 meeting

MEETING CLOSED

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

OTHER ITEMS FOR FILING

Certificate of Appreciation received from the WA State Department of Health

Copy of letter from Commissioner Wolfe to the WA State Liquor Control Board regarding Mr. Junge establishing a Tier 1 Marijuana Production facility

Notes from Community Forum held at the Historic Chinook School on April 14, 2015

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

WORKSHOPS/MEETINGS HELD – No action taken

March 2nd

Workshop w/ Assessor re: communication
Departmental Briefings

March 9th

Workshop w/ Board of Equalization Clerk
Meeting Agenda Review
Met w/ T. Grade & M. Collins
Workshop w/ DCD & Prosecutor re: litigation & public records
Met w/ Road Crew

March 10th

BOH/BOCC Meeting
Joint Management Meeting
Workshop w/ Prosecutor

March 16th

Workshop w/ Human Services Advisory Board
Workshop re: DCD status
Departmental Briefings
Meet w/ 1/10th of 1% Advisory Board
Workshop re: mitigation priorities

March 23rd

Workshop w/ Prosecutor re: indigent remains
Meeting Agenda Review
Workshop w/ County Administrative Officer
Workshop w/ Assessor re: staffing
Workshop w/ Treasurer re: staffing

March 24th

BOH/BOCC Meeting
Ratio Presentation by M. Studer/Department of Revenue
Board of Equalization Meeting re: swearing in& Assessor's Report on cycle 4
Workshop w/ M. Goelz re: registered dietitian



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05/12/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

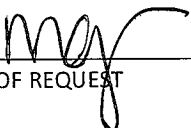
☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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

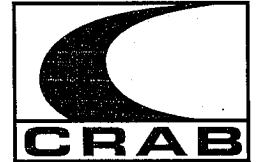
Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 4/28/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Acknowledge and present Certificate of Good Practice for 2014 to County Engineer	

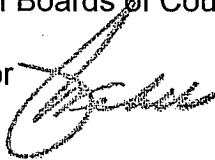
WASHINGTON STATE

County Road Administration Board

2404 Chandler Court SW Suite #240 Olympia, WA 98504-0913 www.crab.wa.gov
360/753-5989 FAX 360/586-0386



TO: County Executives and Chairs of Boards of County Commissioners

FROM: Jay P. Weber, Executive Director 

DATE: April 21, 2015

RE: Certificate of Good Practice

It is my pleasure to send you the enclosed Certificate of Good Practice that was approved by resolution of the County Road Administration Board at its meeting on April 16, 2015. It is suggested that you present this certificate to your County Engineer at an appropriate time.

A Certificate of Good Practice has been transmitted to the State Treasurer on behalf of your county pursuant to the authority contained in RCW 36.78.090 as shown on the certificate enclosed. This action by the CRABoard will assure the continued distribution of your monthly state gas tax allotment from the Office of the State Treasurer.

On behalf of the members and staff of the CRABoard, I would like to express my appreciation for the cooperation we have received from and through your county engineer's office during the past year.

Enclosure

cc: County Engineers

RECEIVED
PACIFIC COUNTY

APR 28 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

CERTIFICATE OF GOOD PRACTICE

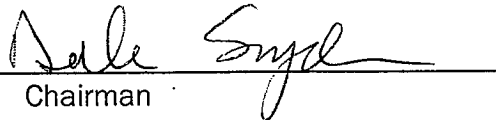
has been transmitted to the State Treasurer on behalf of

**PACIFIC COUNTY
2014**

Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county: a) has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and; b) has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.

By resolution of the County Road Administration Board.

April 16, 2015


Chairman



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

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and 4th Tuesday of each
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REQUESTED MEETING DATE:

05/12/15

AGENDA REQUEST FORM

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

Agenda Item#: _____

BOCC ACTION: ☐ APPROVED

☐ DENIED

Initial: _____

Date: _____

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☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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☐ 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: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 05/15

NARRATIVE OF REQUEST

Request the Board to approve and sign the Special Use Agreement with Humptulips Valley Hustler's 4-H Club for the use of Morehead Park for the Dates of May 15-17, 2015.

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

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Pacific County, hereinafter referred to as the "COUNTY", and Humphreys Valley Hustlers 4-H Club hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 5 per person per night and the other considerations hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead Park

Event Date(s): May 15-17, 2015

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (Attachment A).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

☐ I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied

ATTACHMENT C
RESOLUTION 2010-035

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

Thomas A. Gier
Signature
Adviser *5-5-15*
Title Date

PACIFIC COUNTY
Board of County Commissioners

Chair

ATTEST:

Clerk of the Board Date

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: 4-H Club Spring Retreat
2. Description of event: a two night retreat for members of the
Humtulsips Valley Hostlers 4-H Club
3. Location of event: Morehead Park
4. Dates of event: May 15-17, 2015 Hours of operation: Arrive after 3pm on 5/15,
Depart by 11am on 5/17.
5. Has the event been held previously? Yes Dates: Annually for
10 years
6. Estimated attendance: 20-25
7. Name and address of Event Representative: Tom Gwin - PO Box 181, Humtulsips WA 98552
- Cell Phone Number: 360-581-0177 Office Number: NA
8. Emergency contact name and phone number: Tom Gwin 360-581-0177

RESOLUTION 2010- 035
ATTACHMENT A

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		✓		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		✓		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		✓		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		✓		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		✓		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		✓		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		✓		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		✓		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		✓		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		✓		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		✓		If yes, please attach a copy.
Will there be food served?	NA	✓		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		✓		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		✓		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		✓		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?		✓		A copy of the Certificate of Insurance must be attached or the application will not be considered.

WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Thomas R. Gwin 5/3/15
Signature of Applicant/Representative Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Tom Gwin Contact #: 360-581-0177
Name: _____ Contact #: _____
Name: _____ Contact #: _____
Name: _____ Contact #: _____



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:

05/19/15

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

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 4/28/15

NARRATIVE OF REQUEST

Request the Board to approve and sign the Special Use Agreement with Satsop School District #104 for the use of Morehead Park for the dates of May 19-21, 2015.

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

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 13th day of April, 2015,
by and between the Pacific County, hereinafter referred to as the "COUNTY", and
Satsop School hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 375 and the other considerations
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead Park

Event Date(s): May 19-21

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

☐ I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

Maria Hendrick
Signature

Supt/Princ. 4/23/15
Title Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

David Burke, Prosecuting Attorney

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Field trip
2. Description of event: 4th-6th graders will be
staying at Morehead in the evenings,
but will gone during the day
3. Location of event: Morehead Park
4. Dates of event: May 19-21 Hours of operation: pm of 5/19 - am of 5/21
5. Has the event been held previously? ✓ Dates: 3 years ago
6. Estimated attendance: 20
7. Name and address of Event Representative: Marsha Hendrick
Satsop School Box 96 Satsop, WA 98583
- Cell Phone Number: 360-556-4099 Office Number: 360-482-5330
8. Emergency contact name and phone number: Marsha Hendrick 360-556-4099
Mary Wolfe 360-470-0556

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		✓		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		✓		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		✓		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		✓		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		✓		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		✓		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		✓		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		✓		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		✓		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		✓		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		✓		If yes, please attach a copy.
Will there be food served?		✓		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		✓		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		✓		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		✓		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	✓			A copy of the Certificate of Insurance must be attached or the application will not be considered.

WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Marsha Hendrick 4/23/15
Signature of Applicant/Representative Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Marsha Hendrick Contact #: 556-4099

Name: Mary Wolfe Contact #: 470-0556

Name: _____ Contact #: _____

Name: _____ Contact #: _____

NA

PACIFIC COUNTY
ALCOHOL USE POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on the grounds of the Pacific County owned property, including the parking areas, without the expressed consent of Pacific County. For those functions where consent has been given, the following rules must be followed:

- Any event where alcohol is available, the LESSEE must provide, at their expense, a licensed server and any legally required special event license. A copy of the license must be provided at least two weeks prior to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the licensed site. All beverages must be served in cans or disposable cups only. Absolutely no glass bottles will be allowed.
- The LESSEE will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to prior to the event. The LESSEE can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The name and contact information for security personnel must be submitted and approved by the County prior to the event. Under no circumstances will security personnel be allowed to consume alcoholic beverages while on duty.
- Keys for the event will not be issued until this information is received and confirmed.

The LESSEE is solely and wholly responsible to ensure that all rules and regulations are followed.

- ☐ Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Organization

Chairman

Printed Name

ATTEST:

Signature

Date

Clerk of the Board

Date

FOR PACIFIC COUNTY USE ONLY

Pacific County Fair Board Review: _____
Initials Date

Comments:

Administrative Review: _____
Initials Date

Comments:

Board of Pacific County Commissioners Approval: _____
Date

Additional Requirements: _____

United Schools Insurance Program

CERTIFICATE OF INSURANCE

ISSUE DATE: 04/16/2015

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

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

PRODUCER	COVERAGE PARTICIPANTS
CANFIELD 451 Diamond Drive Ephrata, WA 98823 Phone: 509-754-2027 Fax: 509-754-3406	GENERAL LIABILITY USIP / Munich Re Torus Specialty Insurance Company AUTOMOBILE LIABILITY USIP / Munich Re Torus Specialty Insurance Company
INSURED	PROPERTY USIP / Munich Re et al.
Satsop School District #104 PO Box 96 Satsop, WA 98583	CRIME / PUBLIC EMPLOYEE DISHONESTY USIP / Munich Re

COVERAGES


THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	USIP141535050	09/01/2014	09/01/2015	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$35,000,000 \$15,000,000 \$15,000,000 \$15,000,000 \$100,000,000
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	USIP141535050	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$15,000,000 NONE
(LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	USIP141535050	09/01/2014	09/01/2015	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$100,000,000 \$25,000,000 \$25,000,000 NONE
(PROPERTY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
CRIME/PUBLIC EMPLOYEE DISHONESTY					
	USIP141535050	09/01/2014	09/01/2015	PER LOSS	\$1,000,000
(CRIME SUBJECT TO A \$100,000 PROGRAM SIR)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					

Regarding use of facility for overnight field trip. Pacific County is named as Additional Insured regarding this use only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Pacific County PO Box 66 South Bend, WA 98586	

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE PART

How Coverage is Changed

It is agreed that the interest of any Additional Insured is recognized as their interests may appear, providing the certificate of insurance that this is attached to has been issued and is on file with the **Company**.

The Limits of Insurance applicable to the additional Insured are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy, whichever is less.

These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

Additional Insured:

Pacific County
PO Box 66
South Bend, WA 98586

Regarding use of facility for overnight field trip. Pacific County is named as Additional Insured regarding this use only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached.

Other terms:

All other terms of your Memorandum of Coverage remain the same.



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:

05/12/15

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

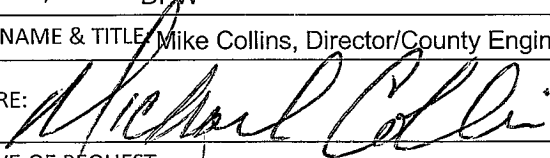
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 4/29/2015
NARRATIVE OF REQUEST Attached is County Road Project (CRP) No. 1643 establishing the Parpala Road Slide Repair Project MP 6.17 to MP 6.42. The project was selected in the April 16th CRABoard meeting for funding through the Rural Arterial Program.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1643

RESOLUTION NO. 2015-

IT IS HEREBY RESOLVED by the Board of County Commissioners that **PARPALA ROAD** State Road Log Number **91190 MP 6.17 TO MP 6.42** be improved as follows:

SLIDE REPAIR - RURAL ARTERIAL PROGRAM (RAP) FUNDING

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	\$ 50,000
Right of Way	\$
Administration	\$
SUBTOTAL	\$ 50,000
Construction	\$ 550,000
TOTAL	\$ 600,000

[XX] This project is hereby a part of the officially adopted 2015 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 5.

[XX] This project is a part of the officially adopted 2015-2020 Six Year Transportation Program and appears as Item No. 5.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____, _____.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



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

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

REQUESTED MEETING DATE:

05/12/15

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

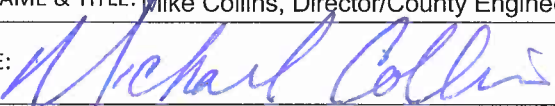
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 4-27-15
NARRATIVE OF REQUEST Pacific County Department of Public Works, on behalf of Flood Control Zone District No. 1, may solicit quotations utilizing the Small Works Roster for replacement of cross culverts within the boundaries of the District to include; 41st Street (South Main), 55 Street (Tarlett), 227th Place (Loomis), 250th Street (Pauls Lake), P Street (tributary channel), Sandridge Road at 250th (tributary channel), and Whiskey Slough (tributary channel).	
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:

05/12/15

AGENDA REQUEST FORM

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

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BOCC ACTION: ☐ APPROVED ☐ DENIED

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Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): Planning

OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director

PHONE / EXT: 360.875.9300 ext 2651

SIGNATURE: _____

DATE: 04.28.2015

NARRATIVE OF REQUEST

The Department is requesting to contract with the Watershed Company to update the County's Critical Area Ordinance (CAO). The document was last updated in 1999 and needs to be consistent with the Shoreline Master Program, which is currently being updated.

The Department advertised for proposals and the Watershed Company was the only consultant to respond to the advertisement.

The total budget for this project is \$20,000 and was appropriated for in the FY15 budget.

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

Agreement for Professional Services

This Agreement, dated as of _____, is entered into by and between Pacific County (“COUNTY”) and The Watershed Company, (“CONSULTANT”).

Section 1. The Services

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

Section 2. Schedule

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

Section 3. Compensation

- 3.1 As full compensation for satisfactory performance of the Services, COUNTY shall pay CONSULTANT \$20,000.00. This compensation is described in the Scope of Work (Exhibit A).
- 3.2 CONSULTANT shall submit each calendar month; invoice for the compensation payable under this Agreement for Professional Services performed during the preceding period. Each of CONSULTANT’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.
- 3.3 COUNTY shall pay each of CONSULTANT’s invoices within thirty (30) days.

Section 4. Performance by CONSULTANT

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

Section 5. Compliance with Laws

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

Section 6. Inspection: Examination of Records

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of COUNTY, but the making of (or failure or delay in making) such inspection or approval shall not relieve CONSULTANT of responsibility for performance of the Services in accordance with this Agreement, notwithstanding COUNTY's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. CONSULTANT shall provide COUNTY sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 CONSULTANT shall promptly furnish COUNTY with such information related to Service as may be requested by the COUNTY.

Section 7. Proprietary and Confidential Information

- 7.1 Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONSULTANT or the CONSULTANT's subCONSULTANTS or CONSULTANTS for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONSULTANT uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONSULTANT and is not "work made for hire" within the terms of this Agreement.
- 7.2 This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONSULTANT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONSULTANT agrees to make them promptly available to the COUNTY. If the CONSULTANT considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONSULTANT 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 CONSULTANT 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 CONSULTANT (a) of the request and (b) of the date that such information will be released to the requester unless the CONSULTANT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONSULTANT 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 CONSULTANT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONSULTANT for releasing records not clearly identified by the CONSULTANT as confidential or proprietary. The COUNTY shall not be liable to the CONSULTANT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Section 8. Indemnities and Hold Harmless

- 8.1 In accepting this Agreement, the CONSULTANT, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the 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 from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONSULTANT or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONSULTANT, including its successors or assigns, shall to the extent of their negligence/fault, defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

Section 9. Workers' Compensation and Insurance

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

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

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

Section 10. Changes

- 10.1 COUNTY may, at any time by written notice thereof to CONSULTANT, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).

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

Section 11. Termination

- 11.1 COUNTY may, by written notice thereof to CONSULTANT, terminate this Agreement as to all or any portion of the Services not performed, whether or not CONSULTANT is in breach or default. Upon receipt of any such notice of termination, CONSULTANT shall, except as otherwise directed by COUNTY, immediately stop performance of the Services to the extent specified in such notice. CONSULTANT shall have the same termination rights as COUNTY in Section 11. Termination.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to CONSULTANT under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, CONSULTANT shall not be entitled to any reallocation of cost, profit or overhead. CONSULTANT shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. CONSULTANT shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.
- 11.3 If COUNTY purports to terminate or cancel all or any part of this Agreement for CONSULTANT's breach or default when CONSULTANT is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by COUNTY pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

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

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

- 12.2 CONSULTANT shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of COUNTY. For the purposes of the foregoing, any transfer of a controlling interest in CONSULTANT (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Subject to the foregoing restriction on assignment by CONSULTANT, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of CONSULTANT under Section 6, 7, 8, 9, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the COUNTY or the CONSULTANT set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the COUNTY or the CONSULTANT by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 CONSULTANT shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington. CONSULTANT hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Pacific County.
- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

Pacific County:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

The Watershed Company:

Printed Name: A. William Way_____

Title: President_____

Signature: _____

Dated: _____



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:
05/12/15

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 #: _____
		Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____		<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
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<input type="checkbox"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Veg Mgmt	<input type="checkbox"/> WSU Ext.
<input type="checkbox"/> Other		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9300 ext 2651
SIGNATURE: _____	DATE: 04.28.2015
NARRATIVE OF REQUEST The Department is requesting the BOCC to amend the contract with the Watershed Company to incorporate the GIS mapping that needs to be done for the County's new environmental designations. The budget for this task is \$9,500.	
RECOMMENDED MOTION. (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: The Watershed Company

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

Shoreline Master Program

Indicate type:

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

Contractor Type (check all that apply):

- ☒ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☐ Other

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

- ☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space/Timber Classification ☐ Post, Advertise, Fill Position (New Employee Form Required)
☐ Other (please describe): _____

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

The GIS work was discussed in a BOCC Workshop in the last month.

TOTAL COST/AMOUNT (include sales & use tax): \$9,500

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 116 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

CONTRACT FOR PROFESSIONAL SERVICES

Between
Pacific County
and the
The Watershed Company
Amendment #2

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

WHEREAS, there is a need to amend the scope of work of the contract to reflect additional work that is required for the draft maps illustrating the shoreline environment designations boundaries through GIS; and

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

NOW, THEREFORE, Section 1, "Services", Section 2, "Compensation", and Section 7 "Proprietary and Confidential Information" are hereby amended as follows:

1. SERVICES: See Exhibit A "Amendment #2 Scope of Work" for the work to be performed.
2. COMPENSATION: The County agrees to pay to TWC up to but not exceeding \$9,500 to perform the services amended in Section 1 from the time period of May 1, 2015 through June 30, 2015.
3. PROPRIETARY AND CONFIDENTIAL INFORMATION:
PUBLIC RECORDS ACT. This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to 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.

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

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

This ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

The Watershed Company

Steve Rogers, Chair

A. William Way, President

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Exhibit A
Amendment #2
Scope of Work

Scope:

Prepare draft maps in GIS illustrating the shoreline environment designations boundaries. Boundaries of shoreline environment designations shall be clearly mapped, preferably along parcel boundaries or other definitive boundaries such as roads, railways, or right-of-ways. Where such boundary lines cannot be drawn based on the aforementioned features, but may be based on land use or landscape conditions, such boundaries will be identified in text form and associated with the map. The Consultant will prepare one County-wide draft map based on initial guidance from County staff and the Shoreline Planning Committee (SPC). This draft map will be reviewed and commented on by County staff and the SPC. Following receipt of all initial comments, the Consultant will prepare a revised draft map of shoreline environment designations. This revised draft map is anticipated to be submitted to the Washington Department of Ecology by June 30, 2015.

Assumptions:

1. County staff and the Shoreline Planning Committee shall review and provide comments on all draft maps.
2. Map creation will be done in ArcGIS version 10.2. However, Google Earth (*.kmz) files are the preferred format to provide review and comments, as well as PDF maps intended for County website.
3. Future revisions to the draft shoreline environment designations map are anticipated following June 30, 2015 but are not included in this scope of work amendment.

Anticipated Number of Meetings: No in-person meetings are anticipated. However, regular phone conferences are expected to continue as part of Shoreline Master Program development.

Deliverables:

1. Initial draft environment designations maps (digital copy) for review and comment by the County and SPC by May 27th.
2. Revised draft environment designations maps (digital copy) for inclusion in the draft SMP submitted to Ecology by June 30th.

Budget: \$9,500



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:

5/12/2015

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

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

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☐ DPW

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☐ Superior Court

☐ CF

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☐ Health

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☐ Vegetation Mgmt

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☐ DCD

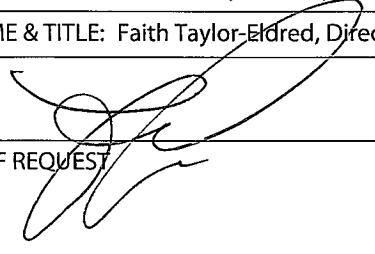
☐ NDC

☐ 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: Community Development	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: April 28 '15
NARRATIVE OF REQUEST The Department requests approval to enter into contract with the Naselle Youth Camp to allow them to teach food handling classes to their students. DSHS/JRA agrees to pay the County ten dollars for each person issued a food handler card through the Naselle Youth Camp classes.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

AGREEMENT
Between
Pacific County Department of Community Development and
Naselle Youth Camp

This Agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and Department of Social and Human Services Juvenile Rehabilitation Administration, 11-S Youth Camp Lane, Naselle, WA, 98638.

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "DSHS/JRA."

DSHS/JRA would like to establish a permanent food handling class directed by the Food Service Manager at DSHS/JRA. The DSHA/JRA has numerous students that need food handler cards to work the kitchens and it is costly and time consuming for them to bring the students to a Pacific County Food Handler Classes. The DSHA/JRA is willing to teach the classes and continue to pay the County the appropriate fees. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** DSHS/JRA will teach students and staff Washington State Safe Food Handling Practices and will supply students with food handler permits at the cost of \$10 for each student. The DSHS/JRA shall conduct classes for DSHS/JRA students and staff only.
2. **PAYMENT.** DSHS/JRA agrees to pay the County \$10 for each student and staff member. Payment will be submitted monthly by mail with the bottom portion of the food handler card. The County will send a receipt acknowledging the payment to DSHS/JRA.
3. **TERM.** The term of the Agreement is two (2) years, effective January 1, 2015, and will terminate on December 31, 2016; however, if neither party wishes to terminate or modify the provisions of this Agreement, the Agreement shall rollover for an additional calendar year unless one of the parties notifies the other in writing, as per Section 8 of the Agreement. Such notice of intent shall be mailed by November 1st, 2016. This notice requirement shall not limit either party's ability to terminate this Agreement as per the conditions specified within Section 10.

The County will supply all necessary books, cards, and information that DSHS/JRA will need to teach the food handler classes with an exception of the food handler video. The video called "Do it right, Serve it safe" is required for the class and can be bought at Food Safety Products (1-888-DO-IT-SAF). Another video may be substituted for "Do it right, Serve it safe" with prior approval from the County. The County will monitor the classes at least once per year.

Pacific County is not responsible for any foodborne illnesses that may be a result of improper training of the Washington Rules and Regulations of the State Board of Food Service WAC 246-215 on the part of DSHS/JRA.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the DSHS/JRA is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the DSHS/JRA. The Culinary Arts Instructor will be the only party at the DSHS/JRA to teach the food handler class.
5. **INDEMNIFICATION.** In accepting this Agreement, DSHS/JRA, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the DSHS/JRA or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the DSHS/JRA, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
6. **INSURANCE.** DSHS/JRA shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. DSHS/JRA agrees that its liability insurance shall be primary to the COUNTY's and that the DSHS/JRA's liability insurance policy shall so state. DSHS shall be

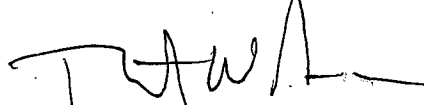
responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

7. **ASSIGNMENT.** DSHS/JRA's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
8. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
9. **OWNERSHIP.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by DSHS/JRA or the DSHS/JRA's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the DSHS/JRA uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the DSHS/JRA and is not "work made for hire" within the terms of this Agreement.
10. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of DSHS/JRA are needed for the County to respond to a request under the Act, as determined by the County, the DSHS/JRA agrees to make them promptly available to the County. If the DSHS/JRA considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the DSHS/JRA 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 DSHS/JRA 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 DSHS/JRA (a) of the request and (b) of the date that such information will be released to the requester unless the DSHS/JRA obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the DSHS/JRA fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
12. **TERMINATION.** DSHS/JRA and the County shall each retain the right to terminate this agreement at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the County shall have the right to terminate this contract on ten days communicated written notice if DSHS/JRA has violated any of the provisions herein, or if the county deems DSHS/JRA's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this agreement, all finished and unfinished documents and work papers prepared by the County pursuant to this agreement shall, at the option of DSHS/JRA become its property, and the County will be paid for service performed up to the date of the contract termination.
13. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
15. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____
day of _____, 201__.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

NASELLE YOUTH CAMP



Robert Scrim, Naselle Youth Camp

2/26/2015

Date

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey
Clerk of the Board

Mark McClain, Prosecuting Attorney



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

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Review ☐ Clerk of the Board

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☐ Sheriff

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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: 

DATE: 5-7-2015

NARRATIVE OF REQUEST

FYI - Lindsey Hylton, Human Services Program Manager (WellSpring Coordinator), has submitted her letter of resignation effective June 11, 2015. Lindsey has been with us for just over a year and has done an excellent job for us and the coalition- she will be missed. I would like to begin recruitment for her replacement immediately so am requesting approval to advertise in the Chinook Observer as soon as possible so we can begin interviews and hopefully have a replacement lined up by the end of June. DFC funds can be used to pay for expenses related to the Chinook Observer ad. Please contact me at ex 2648 with any questions. Thank you!

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



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☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

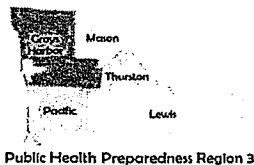
DATE: 5/4/15

NARRATIVE OF REQUEST

Request the Board review, approve and give permission to the Health Director to sign Grant agreement with Region 3 Healthcare Preparedness Coalition for \$1,295.00 to be used to support our travel to the Region 3 Coalition Meetings.

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

Name of Contractor: <u>Region 3 HealthCare Preparedness Coalition</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>2014-15 ASPR Preparedness Training Agreement</u>	
Indicate type:	
<input checked="" type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input checked="" 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 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:	
- Copy of Intergovernmental Agreement with other agency	
- Confirmation that vendor agrees to participation	
- Documentation that contract was awarded in compliance with bidding law	
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
We recieved grant funding to attend an Emergency Preparedness Conference in April. Staff were unable to attend so Region 3 offered the funds to support travel to the regular Region 3 meetings. This regional group assists in planning for emergencies in our region.	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____,XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



Region 3 Healthcare Preparedness Coalition FY15 ASPR PREPAREDNESS TRAINING GRANT

April 9, 2015

Pacific County Health & Human Services
1216 West Robert Bush Drive
South Bend, WA 98586

ATT: Mary Goelz

Dear Ms. Goelz:

The Region 3 Healthcare Preparedness Coalition is pleased to approve a **\$1,295.00** preparedness training award to Pacific County Health & Human Services. This is a federally funded award from the Assistant Secretary of Preparedness & Response (ASPR) program for the 2014-15 grant year. You have been approved for the following:

- **\$1,295 for staff to attend Region 3 Healthcare Coalition meetings**

Please sign and return two originals of the attached **Grant Agreement** to the West Region EMS office as soon as possible. We will then sign the Agreement and mail an original to you. Guidelines on submitting for reimbursement using these federal funds are enclosed. Feel free to contact me at anne@wrems.com or 360-705-9019 if you have any questions.

Thank you for your commitment to emergency preparedness in Region 3.

Sincerely,

Anne Benoist, Executive Director
West Region EMS & Trauma Care Council
2646 RW Johnson Blvd SW, Ste 112
Tumwater, WA 98512
360-705-9019

Encl: Grant Agreement
Grant Guidelines & Reimbursement Forms

Region 3 Healthcare Preparedness Coalition 2014-15 ASPR PREPAREDNESS TRAINING AGREEMENT

This agreement is made between West Region EMS & Trauma Care Council hereafter referred to as WREMS and the Pacific County Health & Human Services hereafter referred to as the GRANTEE.

GRANTEE NAME & ADDRESS:

Pacific County Health & Human Services
1216 West Robert Bush Drive
South Bend, WA 98586

PURPOSE: The purpose of this agreement is to provide funding for training related expenses which enhance the capabilities of the GRANTEE to fulfill a regional emergency preparedness and response role during disasters.

PERIOD OF PERFORMANCE: The period of performance under this agreement shall be from **July 1, 2014 through June 30, 2015**. GRANTEE may bill for training activities conducted before this agreement was signed. Any grant monies not spent during the specified period of performance shall be forfeited and returned to WREMS.

CONSIDERATION: Pacific County Health & Human Services shall use **\$1,295.00** in 2014-15 federal funding for employees to attend Region 3 Healthcare Coalition meetings. Federal funding for this agreement was received by WREMS through OMB Catalogue of **Federal Domestic Assistance Number: 93.889**. GRANTEE agrees to comply with all applicable rules and regulations associated with these funds.

CFDA #	CFDA Title	Federal Grant Award #	Federal Grant Award Name	Federal Agency Name
93.889	National Bioterrorism Hospital Preparedness Program (HPP)	5U90TP000559-03	National Bioterrorism Hospital Preparedness Program (HPP)	U.S. Department of Health & Human Services

For Reimbursement GRANTEE must submit:

1. Signed & dated invoice to WREMS
2. Invoices will include copies of backup documentation for all expenses. Backup documentation can include, but is not limited to; receipts, paid invoices, payroll records, course sign-in sheets, course certificates. Payments will not be made if backup documentation is not included. See **Exhibit 1**, attached, for reimbursement instructions & required forms & documentation.

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind either WREMS or the GRANTEE. Both parties recognize time is of the essence in the performance of the provisions of this agreement.

WREMS

Pacific County Health & Human Services

Anne Benoist, Executive Director

Date

Mary Goelz, Director

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

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REQUESTED MEETING DATE:

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AGENDA REQUEST FORM

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BOCC ACTION: ☐ APPROVED ☐ DENIED

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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Prosecutor's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mark McClain

PHONE / EXT: 2264

SIGNATURE: _____

DATE: 5/6/15

NARRATIVE OF REQUEST

Request to fill Deputy Prosecutor Position starting June 1, 2015.

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



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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Prosecutor's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mark McClain

PHONE / EXT: 2264

SIGNATURE: 

DATE: 5/6/15

NARRATIVE OF REQUEST

Requesting \$3,000 for a computer(\$2,500), desk(\$500) and other minor office equipment for the new Deputy Prosecutor Position.

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



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AGENDA ITEM REQUEST

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DEPARTMENT/OFFICE: ASSESSOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER,	PHONE / EXT: 2208
SIGNATURE: <i>Bruce Walker</i>	DATE: 4/28/2015
NARRATIVE OF REQUEST Resignation letter acceptance for Blair Swogger, effective 5/29/2015 as she accepts a position with DPW. and request to advertise for vacant appraiser position	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy 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: <u>Vegetation Management</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Eld Daucher Veg- Spartina</u>	PHONE / EXT: <u>503-298-9974</u>
SIGNATURE: <u>E. Daucher</u>	DATE: <u>5/6/15</u>
NARRATIVE OF REQUEST <u>Approval for add advertising Spartina Crew.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

05/12/15

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: _____

☐ 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: General Administration

DIVISION (if applicable): 367-Road Crew

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT: _____

SIGNATURE: _____

DATE: 5-5-15

NARRATIVE OF REQUEST

Attached for your signature is the Collective Bargaining Agreement with the Road Crew (Local 367). This contract was ratified by the Union and includes a 1% COLA for 2015 and 2016, an increase in health benefit contribution to \$825 in 2015, and \$850 in 2016. There is also an increase in the annual equipment allowance. We have also provided the ability for those with proof of group insurance coverage to opt out of the county's insurance and we would contribute to a VEBA similar to what we do for 367C and our non-represented employees. This represents months of negotiations. I would recommend your approval.

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

Move to approve the 2014-2016 Collective Bargaining Agreement with Local 367.



Board of Pacific County Commissioners
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98586 Phone 360/875.9337 * Fax 360/875.9335

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REQUESTED MEETING DATE:

05/12/15

AGENDA REQUEST FORM

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): PACCOM
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT: _____
SIGNATURE: <i>Kathy Spoor</i>	DATE: 5-5-15
NARRATIVE OF REQUEST Enclosed for your consideration is an interlocal agreement with North Pacific County EMS for repayment for purchase of radio equipment for PACCOM. The total repayment due is \$5,674. Payments will be deposited into Fund 197.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Interlocal Agreement for Repayment for Purchase of Dispatch Radio Equipment with North Pacific County EMS per Resolution 2014-065.	

Interlocal Agreement
Repayment for Purchase of Dispatch Radio Equipment

Between

PACIFIC COUNTY, WASHINGTON

And

NORTH PACIFIC COUNTY EMS (NPCEMS)

This Interlocal Agreement, (AGREEMENT) is made between Pacific County ("COUNTY"), and the North Pacific County EMS, ("MEMBER AGENCY").

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

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

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

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

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

NOW THEREFORE IT IS HEREBY RESOLVED that the COUNTY authorizes a short term loan from the COUNTY's Cumulative Reserve Fund (FUND #197) in the amount of \$5,674 with the NPCEMS for repayment for purchase of dispatch radio equipment upgrade/replacement in 2014 subject to the following conditions:

- ♦ The term of loan will be 3 years. The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2017 unless terms of loan are satisfied sooner.
- ♦ MEMBER AGENCY may elect to pay their portion of the loan repayment in one lump sum, or annually over the three year period.
- ♦ Terms of the Amortization Schedule (Attachment A) to this AGREEMENT for MEMBER AGENCIES electing to make annual payments over a 3 year period.
- ♦ Interest will be applied at a rate of 3% per annum.

- ♦ Accumulated principal and interest to be paid annually by December 31st, beginning in 2015.
- ♦ The full faith, credit and resources of the MEMBER AGENCY are pledged irrevocably for the annual payment of this short term loan (principal and interest) until such time that the loan amount is paid in full.

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

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

MEMBER AGENCY

BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

R. Rex Hutchins 4.29.15

(Name)

Date

Steve Rogers, Commissioner

CHAIR

(Title)

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

ATTEST:

Mark McClain

Pacific County Prosecuting Attorney

Marie Guernsey

Clerk of the Board



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

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

REQUESTED MEETING DATE:
05/12/15

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ 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:

DATE: 4/28/2015

NARRATIVE OF REQUEST

We, along with Superior Court, North District and South District Courts, have been using the For The Record (FTR) system since 2005. This is an annual renewal for all four systems.

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

Approve Technical Support Agreement with Efficiency Inc in the amount of \$4,428 and authorize Chair to sign

Efficiency Inc. Technical Support Agreement

As an Efficiency, Inc. technical support contract customer, "**Pacific County Commissioners**" will receive (1) one-year from **06/22/15-06/21/16** (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service.
- **Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. **excluding** holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

****Rates for Chargeable Service Under Contract**

- Contract Hardware/Software On-Site Service Rate:
\$125.00 per hour on-site, plus \$100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:
Minimum shop charge is \$125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:
\$125.00 per hour billed in 15 minute increments at \$31.25.

Please Note

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of \$185.00 per hour on-site, plus \$100.00 per hour travel, parts and applicable expenses, during normal business hours.

Customer Signature & Date

Karri Boerner 05/01/15
Efficiency, Inc. & Date

After signing please email back to Karri Boerner at karrib@eff-inc.com Thank You!

Efficiency, Inc. 4742 42nd Ave SW #468, Seattle WA 98116

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Pacific County Commissioners
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98586 Phone 360/875.9337 * Fax 360/875.9335

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REQUESTED MEETING DATE:

05/12/15

AGENDA REQUEST FORM

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

Agenda Item #: 27

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

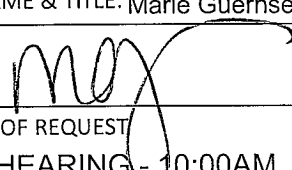
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 5/8/2015
NARRATIVE OF REQUEST PUBLIC HEARING - 10:00AM Open hearing Swear in those wishing to testify or provide comment Close hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Flood Damage Prevention Ordinance No. 176 establishing an ordinance promoting the public health, safety and general welfare by minimizing public and private losses due to flood conditions in specific areas	

ORDINANCE NO. 176
FLOOD DAMAGE PREVENTION ORDINANCE

**AN ORDINANCE PROMOTING THE PUBLIC HEALTH, SAFETY AND GENERAL
WELFARE BY MINIMIZING PUBLIC AND PRIVATE LOSSES DUE TO FLOOD
CONDITIONS IN SPECIFIC AREAS**

WHEREAS, Pacific County participates in the National Flood Insurance Program (NFIP), a federal program designed to provide flood insurance for those properties located within identified flood hazards;

WHEREAS, participation in the National Flood Insurance Program requires the adoption and enforcement of a flood hazard reduction Ordinance meeting the minimum requirements of the federal NFIP program;

WHEREAS, Chapter 86.16 RCW, Washington Floodplain Management Law has instituted additional requirements above and beyond the National Flood Insurance Program and requires that local jurisdiction adopt regulations consistent with both the Washington Floodplain Management Law and the National Flood Insurance Program;

WHEREAS, the National Flood Insurance Program requires that local participants in the National Flood Insurance Program adopt and implement the more restrictive State requirements;

WHEREAS, the Board of Pacific County Commissioners adopted the 2010 Pacific County Comprehensive Plan on October 26, 2010 following a lengthy update process;

WHEREAS, Pacific County is required to update its existing development regulations to ensure consistency with the 2010 Pacific County Comprehensive Plan;

WHEREAS, Pacific County Ordinance No. 167 was last updated December 20, 2012 to meet current state and federal requirements that were changed or revised since Pacific County Ordinance No. 116A's original adoption date of August 7, 1989;

WHEREAS, Pacific County Ordinance No. 176 implements minimum state and federal regulations and guidelines for the planning, construction, operation and maintenance of any works, structures and/or improvements within the designated floodplain which might, if improperly planned, constructed, operated or maintained, adversely influence the regime of a stream or body of water, or might adversely affect the security of life, health and property against damage by flood water;

WHEREAS, Pacific County Ordinance No. 176 promotes the health, safety and welfare of the general public by establishing minimum standards and review criteria for actions within the floodplain; and

WHEREAS, Pacific County Ordinance No. 167 needs to be rescinded and replaced with a new primary Ordinance No. 176;

NOW, THEREFORE, IN ACCORDANCE WITH CHAPTER 86.16 RCW, IT IS HEREBY ORDAINED BY THE PACIFIC COUNTY BOARD OF COMMISSIONERS THAT ORDINANCE NO. 176 IS ADOPTED AS FOLLOWS:

SECTION 1 - AUTHORITY, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

A. STATEMENT OF AUTHORITY

The Legislature of the State of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

B. FINDINGS OF FACT

1. The flood hazard areas of Pacific County are subject to periodic inundation which could potentially result in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

1. To protect human life and health;
2. To minimize expenditure of public money and costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
6. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

7. To ensure that potential buyers are notified that property is in an area of special flood hazard; and,
8. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural flood plains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage; and
5. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or may increase flood hazards in other areas.

SECTION 2 – DEFINITIONS

A. GENERAL

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

1. ADMINISTRATOR. "Administrator" means the Director of the Pacific County Department of Community Development or his or her designee(s). This person is responsible for administering the provisions and requirements of this Ordinance.
2. APPEAL. "Appeal" means a request for a review of the interpretation of any provisions of this ordinance or a request for a variance.
3. AREA OF SHALLOW FLOODING. "Area of shallow flooding" means a designated AO, or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.

4. AREA OF SPECIAL FLOOD HAZARD. “Area of Special Flood Hazard” means the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.
5. BASE FLOOD. “Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the “100-year flood.” Designation on maps always includes the letters A or V.
6. BASEMENT. “Basement” means any area of the building having its floor subgrade (below ground level) on all sides.
7. BREAKAWAY WALL. “Breakaway wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
8. COASTAL HIGH HAZARD AREA. “Coastal High Hazard Area” means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone VE or V.
9. CRITICAL FACILITY. “Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.
10. DEVELOPMENT. “Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.
11. ELEVATION CERTIFICATE. “Elevation Certificate” means the official form (FEMA Form 81-31) used to track development provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by Community Officials.
12. ELEVATED BUILDING. “Elevated building” means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

13. EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. “Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.
14. EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. “Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
15. FLOOD or FLOODING. “Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:
- a. The overflow of inland or tidal waters, and/or
 - b. The unusual and rapid accumulation of runoff of surface waters from any source.
16. FLOOD INSURANCE RATE MAP (FIRM). “Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
17. FLOOD INSURANCE STUDY. “Flood Insurance Study” means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.
18. FLOODWAY. “Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
19. LOWEST FLOOR. “Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at Subsection 5.B.1.b.

20. MANUFACTURED HOME. “Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”
21. MANUFACTURED HOME PARK OF SUBDIVISION. “Manufactured home park of subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
22. NEW CONSTRUCTION. “New construction” means structures for which the “start of construction” commenced on or after the effective date of this ordinance.
23. NEW MANUFACTURED HOME PARK OR SUBDIVISION. “New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.
24. RECREATIONAL VEHICLE. “Recreational Vehicle” means a vehicle which is:
- a. Built on a single chassis;
 - b. 400 square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
25. START OF CONSTRUCTION. “Start of construction” includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

26. **STRUCTURE**. “Structure” means a walled and roofed building including a gas or liquid storage tank that is principally above ground.
27. **SUBSTANTIAL DAMAGE**. “Substantial Damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
28. **SUBSTANTIAL IMPROVEMENT**. “Substantial Improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equal or exceeds 50 percent of the market value of the structure either:
- a. Before the improvement or repair is started; or
 - b. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- 1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
 - 2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.
29. **VARIANCE**. “Variance” means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.
30. **WATER DEPENDENT**. “Water dependent” means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

SECTION 3 – GENERAL REQUIREMENTS

A. LANDS TO WHICH THIS ORDINANCE APPLIES

This Ordinance applies to all areas of special flood hazards within the jurisdiction of Pacific County and excludes all incorporated areas.

B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for Pacific County, Washington and Incorporated Cities” dated, May 18, 2015 and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file with the Pacific County Department of Community Development. The best available information for flood hazard area identification as outlined in Subsection 4.D.2 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Subsection 4.D.2.

C. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

D. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and,
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Pacific County, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION 4 – ADMINISTRATION

A. ESTABLISHMENT OF DEVELOPMENT PERMIT

1. Development Permit Required

A development permit shall be obtained from Pacific County before construction or development begins within any area of special flood hazard as established in Subsection 3.B. The permit shall be for all structures including manufactured homes, as set forth in the “DEFINITIONS,” and for all development including fill and other activities, also as set forth in the “DEFINITIONS.”

2. Application for Development Permit

Application for a development permit shall be made on forms furnished by the County and shall include, but is not limited to, plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, mining, dredging, grading, paving, excavation, or drilling operations, fill, storage of equipment or materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- a. Elevation in relation to NAVD-88, of the lowest floor (including basement) of all structures, both prior to (pre-construction), and once construction is complete (post-construction) but prior to Pacific County issuing a formal Certificate of Occupancy;
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect in the State of Washington that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Subsection 5.B.2; and
- d. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development. Additional information prepared by a registered professional engineer regarding the volumes of fill, amount of floodplain displacement, anchorage of structures or other technical issues not readily apparent at the time of application may be required as the review process proceeds.

B. DESIGNATION OF ADMINISTRATOR

The Director of the Pacific County Department of Community Development shall be the Administrator of this Ordinance and shall be responsible for administering the provisions and requirements of this Ordinance. The Administrator may delegate this responsibility to a designee(s).

C. DELEGATION OF AUTHORITY

The Administrator may develop and implement written administrative rules, which are consistent with and effectuate the purpose of this Ordinance. The Board of Pacific County Commissioners shall approve any administrative rule before it becomes effective.

D. DUTIES & RESPONSIBILITIES OF THE ADMINISTRATOR

1. The duties of the Administrator shall include, but are not limited to:
 - a. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
 - b. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.
 - c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Subsection 5.C.1 are met.
 - d. The provisions of this Ordinance shall be administered according to a Type 1 procedure under Ordinance No. 164 or any amendments thereto, unless a different review process is mandated by Ordinance No. 164 or any amendments thereto.
2. Use of other base flood date (in A and V zones).

When base flood elevation data has not been provided (A and V Zones) in accordance with Subsection 3.B, the Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 5.B, SPECIFIC STANDARDS, and 5.C FLOODWAYS.
3. Information to be obtained and maintained.
 - a. Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in Subsection 4.D.2, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
 - b. For all new or substantially improved floodproofed structures where base flood elevation data is provided through the Flood Insurance Study, FIRM, or as required in Subsection 4.D.2:
 - i. Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed; and

- ii. Maintain the floodproofing certifications required in Subsection 4.A.2.c.
 - c. Maintain for public inspection all records pertaining to the provisions of this ordinance.
- 4. Alteration of watercourses.
 - a. Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
- 5. Interpretation of FIRM boundaries.

Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Subsection 4.E.

E. APPEALS

- 1. Any decision of the Administrator or his or her designee(s) in the administration of this Ordinance may be appealed according to the provisions of Ordinance No. 164 or any amendments thereto.

F. VARIANCES

- 1. The Administrator shall process variance requests according to a Type II procedure delineated in Ordinance No. 164 or any amendments thereto. The burden of proof shall be on the person requesting the variance to bring forth evidence in support of the variance.
- 2. In reviewing a request for a variance, the Administrator shall consider all technical evaluations, all relevant factors and standards specified in other sections of this ordinance, and the following considerations:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

- d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and flood plain management program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - k. The costs of providing governmental services during and after flood conditions, including, but not limited to, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - l. The potential impacts to water quality and adjacent water bodies.
3. Upon consideration of the provisions of this Section and the purposes of this Ordinance, the Administrator may attach such conditions to the granting of variances as deemed necessary to further the purposes of this ordinance.
4. The Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
5. The Administrator may grant a variance if the person requesting the variance demonstrates that the requested variance conforms to all of the criteria set forth below:
- a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to, and surrounded by, lots with existing structures constructed below the base flood level, providing Subsection 4.F.2 has been fully considered. As the lot size increases, the technical justification required for issuing the variance increases.

- b. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this section.
- c. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- e. Variances shall only be issued upon:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - ii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- f. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
- g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria identified in Subsection 4.F, excepting 4.F.5.a, and otherwise complies with Subsections 5.A.1 and 5.A.2.
- h. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

G. PENALTIES AND ENFORCEMENT

1. A person who violates the provisions of this Ordinance or who fails to comply with any of its requirements shall be subject to the procedures and sanctions set forth in Ordinance No. 165 or any amendments thereto.
2. In addition to the civil penalty provisions provided in Ordinance No. 165 or any amendments thereto, any person who violates any of the provisions of this Ordinance is guilty of a misdemeanor, and each day or portion thereof during which a violation is committed, continued, or not permitted shall constitute a separate offense. The penalty for each violation is a fine of not more than one thousand dollars (\$1,000.00) or imprisonment for not more than ninety (90) days, or both. The principles of liability contained in Chapter 9A.08 RCW, including, but not limited to, liability for conduct of another shall apply to the enforcement of this Ordinance, as shall all judicial interpretations thereof.
3. When a court determines that a person has committed a civil infraction under this Ordinance and Ordinance No. 165, or any amendments thereto, Pacific County may collect penalties, assessments, costs, and/or fines by any procedure established for the collection of debts that are owed to the County.
4. Any disposition of a violation pursuant to this Ordinance and Ordinance No. 165, or any amendments thereto, shall not absolve a person from correcting or abating a violation and shall not prevent the prosecuting authority from pursuing criminal prosecution, other civil action including, but not limited to, injunctive relief, license revocation, and abatement, or all of the above. If Pacific County prevails in a separate civil action, the Court may award the County reasonable costs including, but not limited to, the costs of the responsible officials' time, witness fees, attorney fees, court costs, and the costs to the County of abatement or of enforcement of an injunction, or both.
5. Any or all of the remedies articulated in Subsection 4.G., PENALTIES AND ENFORCEMENT, may be used by the County to enforce this Ordinance. Nothing contained in this Ordinance shall prevent the County, by and through the prosecuting authority, from taking such other lawful action as is necessary to prevent or remedy any violation.

H. STATEMENT OF SEVERABILITY

If any provision, or portion thereof, contained in this Ordinance is held to be unconstitutional, invalid, or unenforceable, said provisions, or portion(s) thereof, shall be deemed severed and the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

I. FEES

All permit fees for the review and issuance of a floodplain development permit shall be set by resolution of the Board of Pacific County Commissioners.

SECTION 5 – PROVISIONS FOR FLOOD HAZARD REDUCTION

A. GENERAL STANDARDS

In all areas of special flood hazards, the following standards are required:

1. ANCHORING

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- b. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

2. CONSTRUCTION MATERIALS AND METHODS

- a. All new construction and substantial improvements shall be constructed with materials and utilities resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. UTILITIES

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- b. All proposed water wells shall be located on high ground that is not in the floodway (WAC 173-160-171).
- c. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- d. On-site sewage disposal systems shall be located to avoid impairment to, or contamination from them, during flooding.

4. SUBDIVISION PROPOSALS

- a. All subdivision proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- d. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres, whichever is less.

5. REVIEW OF BUILDING PERMITS

Where base flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (Subsection 4.D.2), applications for building permits shall be reviewed to assure that the proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Subsection 3.B or Subsection 4.D.2, the following provisions are required:

1. Residential Construction

- a. New construction, and substantial improvement of any residential structure, shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation.
- b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect in the State of Washington or must meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

- ii. The bottom of all openings shall be no higher than one foot above grade; and
 - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- c. Additional requirements for below-grade crawlspaces:
- i. The interior grade of a crawlspace below the base flood elevation (BFE) must not be more than two-feet below the lowest adjacent exterior grade (LAG), shown as D in Figure 1;
 - ii. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four-feet (shown as L in Figure 1) at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas. This limitation will also prevent these crawlspaces from being converted into habitable spaces;

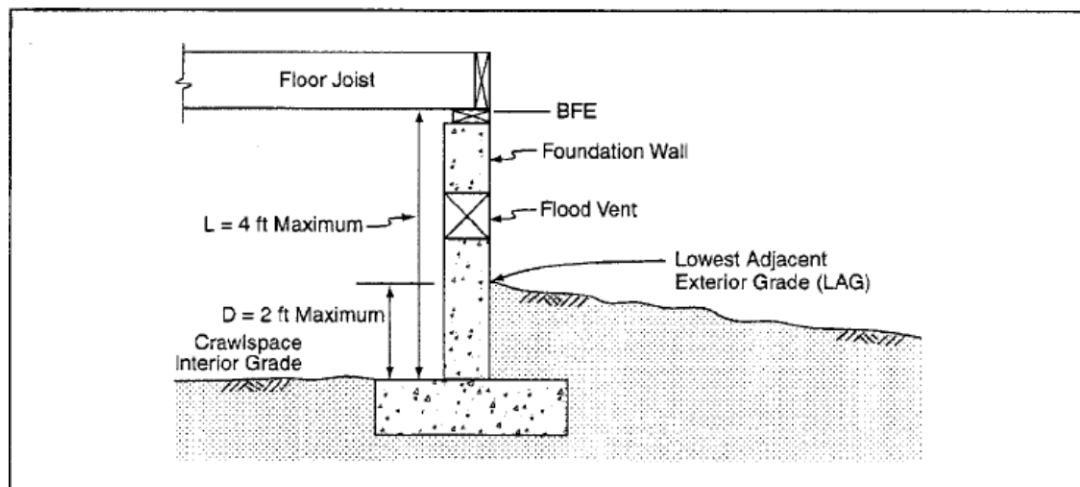


Figure 1

- iii. There must be adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary due to variations in the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means;

- iv. The velocity of floodwaters at the site should not exceed five-feet per second for any crawlspace. For velocities in excess of five-feet per second, other foundations should be used;
- v. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters; and
- vi. Below grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

2. Nonresidential Construction

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

- a. Be floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- c. Be certified by a registered professional engineer or architect in the State of Washington that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Administrator as set forth in Section 4.D.3.b;
- d. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in 5.B.1.b; and
- e. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below).

3. Manufactured Homes

All manufactured homes to be placed or substantially improved on sites in the floodplain shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely affixed to an adequately designed and anchored foundation system to resist flotation, collapse and lateral movement.

4. Recreational Vehicles

Recreational vehicles placed in the floodplain shall:

- a. Be on the site for fewer than 7 consecutive days;
- b. Be fully licensed and ready for highway use, be on its wheels or jacking system, be attached to the site only by quick disconnect utilities and security devices, and shall have no permanently attached additions; or

C. FLOODWAYS

Located within areas of special flood hazard established in Section 3.B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect in the State of Washington is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
2. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (a) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (b) repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty percent of the market value of the structure either, (i) before the repair, or reconstruction is started, or (ii) if the structure has been damaged, and is being restored, before the damage occurred. Work done on structures to comply with existing health, sanitary, or safety codes or to structures identified as historic places, shall not be included in the fifty percent determination.
3. If Subsection 5.C.1 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 5.

D. ENCROACHMENTS

The cumulative effect of any proposed development, where combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point.

E. STANDARDS FOR SHALLOW FLOODING AREAS (AO ZONES)

Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where high velocity flows may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:

1. New construction and substantial improvements of residential structures and manufactured homes within AO Zones shall have the lowest floor (including basement) elevated above the highest grade adjacent to the building, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified).
2. New construction and substantial improvements of nonresidential structures within AO Zones shall either:
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or
 - b. Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect in the State of Washington as specified in Subsection 5.B.2.c.
3. Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
4. Recreational vehicles placed on sites within AO Zones shall comply with the standards enumerated in Subsection 5.B.4.

F. COASTAL HIGH HAZARD AREAS (V ZONES)

Coastal High Hazard Areas, which are designated as Zones, VE and/or V on the community's FIRM, are special flood hazard areas as established in Subsection 3.B. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all other applicable provisions in this ordinance, the following provisions shall also apply:

1. All new construction and substantial improvements in Zones and VE (V if base flood elevation data is available) shall be elevated on pilings and columns so that:
 - a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level; and
 - b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

A registered professional engineer or architect in the State of Washington shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Subsection 5.F.1 (a) and (b).

2. A registered professional engineer or licensed land surveyor in the State of Washington shall delineate the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones, VE, and V and shall disclose whether or not such structures contain a basement. The Administrator shall maintain a record of all such information as determined by RCW 40.14.070.
3. All new construction within Zones, VE, and V shall be located landward of the reach of mean high tide.

4. Provide that all new construction and substantial improvements within Zones VE, and V have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect in the State of Washington certifies that the design proposed meets the following conditions:
 - a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
 - b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

5. Prohibit the use of fill for structural support of buildings within Zones, VE, and V.
6. Prohibit man-made alteration of sand dunes within Zones VE, and V which would increase potential flood damage.
7. All manufactured homes to be placed or substantially improved within Zones VE, and V shall meet the requirements of Subsection 5.F.1 through 5.F.6.
8. Recreational vehicles placed on sites within Zones VE, and V shall meet the requirements of Subsection 5.F.1 through 5.F.6.

G. CRITICAL FACILITY

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area ("SFHA") (one-hundred-year floodplain).

Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet or more above the level of the base flood elevation (one-hundred-year) at the site. Floodproofing and sealing measures shall be taken to ensure that toxic substances will not be displaced by or released into flood waters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

SECTION 6 – EFFECTIVE DATE

Pacific County Ordinance No. 176 is effective as of May 18, 2015. Pacific County Ordinance No. 116, 116A & 116B, 167 are hereby repealed effective May 18, 2015. However, any Land Use application involving development within a Flood Plain that was technically complete on or before the effective date of this Ordinance shall be processed according to the regulations that were in effect when the application became technically complete.

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

_____ AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board