

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

**Tuesday, June 9, 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 regular meeting minutes of May 26, 2015
- B) Approve Rainbow Valley Landfill Vouchers:
Royal Heights Transfer Station, Inc- \$1,306.62
PUD No. 2- \$46.15
City of Raymond- \$750.00

CLOSE MEETING

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

A

PROCEEDINGS

9:00 AM
Tuesday, May 12, 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
Faith Taylor-Eldred, Community Development Director
Dotsi Graves, Fair/Park Manager
Jeff Nesbitt, Vegetation Management Director
Eric Weston, Deputy Prosecutor
Joyce Kidd, Auditor
Mary Goelz, Health & Human Services Director
Sharon Block, Health & Human Services Deputy Director

GENERAL PUBLIC IN ATTENDANCE - None

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

Approve regular meeting minutes of April 28 and May 12, 2015

Rainbow Valley Landfill Claims Voucher:
SCS Engineers - \$1,662.82

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)

2015.24

B

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

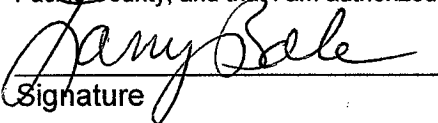
Vendor #	Date
Reference No. 2	Purchase Order Number

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
	5/26/15	UTILITIES	660	000	537	10	41	\$46.15

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

6/2/15
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

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 05/26/2015

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

Billing Summary

Previous Balance	117.24
Payments Received	117.24 CR
Balance Forward	0.00
Current Charges Due By 06/22/15	46.15
Total Due	46.15

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



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

Meter Reading Details Meter A34390

Current KWH Reading	05/20/15	83742
Previous KWH Reading	04/22/15	83399
Total KWH Usage		343
Days Served	28	

Detail of Charges

343 kWh x 0.071200	24.42
Power Cost Adj @ 3%	0.73
Elec Basic Charge	21.00
Total This Service	46.15

MO	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15
Usage	788	579	731	277	277	282	798	781	894	666	442	584	343
Avg/Day	27	19	24	9	9	10	28	27	26	23	16	16	12

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	06/22/2015
Amount Due	46.15
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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

07



2015-25

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

CITY OF RAYMOND

230 2ND STREET

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	5/19/15	LEACHATE TREATMENT	660	000	537	10	41	\$1090.00

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

6/2/15
 Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

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



CITY OF RAYMOND

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

Invoice No.

103

INVOICE

Customer

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

Date 5/19/2015

Order No. _____

Rep _____

FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL APRIL 2015	\$1,080.00	\$1,080.00
1	ROAD MAINTENANCE	\$10.00	\$10.00
SubTotal			\$1,090.00
Shipping & Handling			
Taxes State			\$0.00
TOTAL			\$1,090.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

THANK YOU FOR YOUR BUSINESS!

2015-26

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

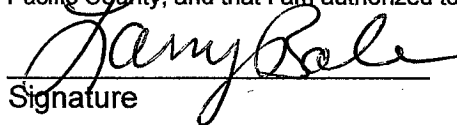
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4067	6/2/15	LEACHATE TRANSPORTATION	660	000	537	10	41	\$ 1306.62

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

PREST.
 Title

6/2/15
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

 Date

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 Chairman, Pacific County Board of Health

 Date

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

Invoice

DATE	INVOICE #
6/2/2015	4867

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
6/12/2015

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
5/31/2015	102,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	1,306.62

Balance Due

\$1,306.62

Date	<u>loads</u>
5/1/2015	2
2	
3	
4	
5	2
6	
7	1
8	
9	
10	
11	3
12	
13	
14	1
15	
16	
17	
18	2
19	1
20	
21	1
22	
23	
24	
25	1
26	1
27	
28	
29	
30	2
31	

17*total gallons***102000****\$1,306.62**

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

June 9, 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.

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

12:00 PM Elected Officials Meeting (*Elections Room*)

2:00 PM Workshop with Prosecutor

2:30 PM Meet with P. Dye, Nature Conservancy (*tentative*)

Call to Order

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

CONSENT AGENDA (Items 1-12)

Department of Public Works

- 1) Approve Amendment #1 to Agreement #IA 315-037 with WA State Parks and Recreation Commission and authorize Director/County Engineer to sign
- 2) Approve Supplement #1 to Local Agency Agreements #LA-8631, #LA-8632, and #LA-8633 with WA State Department of Transportation and authorize Chair to sign
- 3) Confirm appointment of Kelly Spoor to the Road Maintenance Technician II position effective June 10, 2015 at \$17.96 per hour
- 4) Confirm appointment of Alan Samplawski as temporary Engineering Aide effective June 2, 2015 at \$11.00 per hour

Department of Community Development

- 5) Confirm appointment of Eric Weiberg as Building Inspector effective June 22, 2015; Grade 12 Step 1

Boards and Commissions

- 6) Confirm the reappointment of Pacific Mountain Workforce Development Council members Bob Hitt, Paul Philpot and Tiffany Turner

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Vegetation Management

- 7) Confirm Director's signature on Interagency Agreement #IA 315-233 with WA State Parks

Sheriff's Office

- 8) Confirm emergency appointment of Steven Ross as Deputy effective June 4, 2015 at \$21.88 per hour

General Business

- 9) Vendor Claims:
Warrants Numbered 127289 through 127385 - \$444, 486.40
Warrants Numbered 127386 through 127459 - \$224, 495.50
- 10) Approve regular meeting minutes of May 26, 2015
- 11) Approve May, 2015 payroll; total # of employees: 170;
total payroll: \$668,066.38
- 12) Confirm disposal of date/time stamp machine fixed asset inventory ID #413

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 13) Consider approval of Special Use Agreement with Marie Guernsey and authorize Chair to sign
- 14) Consider adoption of Resolution 2015-025 for temporary road closure
- 15) Consider approval of award of the U Street Resurfacing Project to Naselle Rock & Asphalt Company
- 16) Consider approval of Facility Use Agreement with Centro Familiar Cristiano (KGIO) for use of the Megler Communication Site
- 17) Consider acceptance of Contract, Performance Bond and insurance from Naselle Rock & Asphalt Co., Inc for the Sandridge Road Resurfacing Project and authorize return of bid bonds

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 18) Consider approval of request to promote Monte Givens to Senior Building Inspector effective June 1, 2015; Grade 13 Step 10

ITEMS REGARDING HEALTH AND HUMAN SERVICES

- 19) Consider approval of out of class pay for Wendy Hamlin

ITEMS REGARDING VEGETATION MANAGEMENT

- 20) Confirm purchase of laptop computer

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ITEMS REGARDING SHERIFF'S OFFICE

- 21)** Consider:
 - a)** adoption of Resolution 2015-026 authorizing transfer Mobile Data Computers to the Equipment Rental and Revolving Fund 502
 - b)** approval of request to purchase three year NetMotion license
 - c)** adoption of Resolution 2015-027 authorizing fy2015 budget appropriation transfer

ITEMS REGARDING BOARDS & COMMISSION

- 22)** Acknowledge resignation of Carol Mclean, Civil Service Commission member

ITEMS REGARDING GENERAL BUSINESS

- 23)** Consider adoption of Proclamation declaring the week of June 22-26, 2015, as Amateur Radio Week

EXECUTIVE SESSION

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

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

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

REQUESTED MEETING DATE:

05/26/15

AGENDA REQUEST FORM

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

Agenda Item #: 1

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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5/19/15
NARRATIVE OF REQUEST Attached for review is Amendment No. 1 to Pacific County Ocean Beach Gap Roads Agreement No. IA 315-037. Please authorize execution by this Department of the Amendment extending the Original Agreement until June 30, 2017.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to Agreement #IA 315-037 with WA State Parks and Recreation Commission and authorize Director/County Engineer to sign	

Don Hoch, Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

May 19, 2015

Mike Collins, Director/County Engineer
Pacific County Department of Public Works
PO Box 66
South Bend WA 98586-6066

Re: **Amendment No. One (1)– Pacific County Ocean Beach Gap Roads**
Agreement No. IA 315-037

Dear Mr. Collins:

Due to the need for continued gap road maintenance and as requested by the County, the Commission is prepared to *modify* the above-referenced agreement as follows:

PERIOD OF PERFORMANCE

This agreement shall now automatically expire on June 30, 2017, unless otherwise extended by the mutual consent of the parties. All terms of the original agreement remain in full force and effect.

The County will continue to document time and expenses in accordance with the terms of the original agreement. An executed original of this amendment will be provided following acceptance by the Commission as noted below.

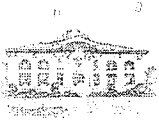
Pacific County Dept. of Public Works

Mark Bibeau
Chief Financial Officer, WSPRC

Date

Date

FG
cc: Ryan Layton, Approval Supervisor
Louise Sexsmith, Project Representative
Contracts
Fiscal



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 2

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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5-23-15
NARRATIVE OF REQUEST Attached for your review and execution are three Local Agency Agreements Supplement No. 1 requesting construction funds for the 2014 County Safety Selections to include; Guardrail Upgrades, Crash Cushions for Sandridge Road, and Signing Upgrades. These projects are funding through the Highway Safety Improvement Program.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Supplement #1 to Local Agency Agreements #LA-8631, #LA-8632 and #LA-8633 with Washington State Department of Transportation and authorize Chair to sign	



Local Agency Agreement Supplement

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-000S(402)	Agreement Number LA-8631	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 30, 2015

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

The changes to the agreement are as follows:

Project Description

Name 2014 County Safety Selections - Pacific County Guardrail Upgrades Length Countywide

Termini Countywide

Description of Work ☒ No Change

Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date _____
Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: _____

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	10,000.00		10,000.00	1,000.00	9,000.00
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	10,000.00		10,000.00	1,000.00	9,000.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		533,890.00	533,890.00		533,890.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		4,500.00	4,500.00		4,500.00
	p. State		500.00	500.00		500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		538,890.00	538,890.00		538,890.00
	r. Total Project Cost Estimate (e+j+q)	10,000.00	538,890.00	548,890.00	1,000.00	547,890.00

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

Agency Official

By _____

Title _____

Washington State Department of Transportation

By _____

Director, Local Programs

Date Executed _____

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-000S(402)	Agreement Number LA-8631	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Mr. Mike Collins
Public Works Director
Pacific County
PO Box 66
South Bend, Washington 98586-0066



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

**Pacific County
Guardrail Upgrades
HSIP-000S(402)
FUND AUTHORIZATION**

Dear Mr. Collins:

We have received FHWA fund authorization, effective April 30, 2015, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$10,000	\$9,000

All costs exceeding those shown on this agreement are the sole responsibility of your agency.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8631 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

For: Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac
Enclosure

cc: Lynn Rust, Southwest Region Local Programs Engineer



Local Agency Agreement Supplement

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-B256(010)	Agreement Number LA-8633	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 30, 3015

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

The changes to the agreement are as follows:

Project Description

Name 2014 County Safety Selections - Sandridge Road #91090 Crash Cushions Length 12.33 miles

Termini SR 101 to Bay Avenue

Description of Work ☒ No Change

Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date _____

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

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	5,000.00		5,000.00	500.00	4,500.00
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	5,000.00		5,000.00	500.00	4,500.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		68,000.00	68,000.00		68,000.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		1,500.00	1,500.00		1,500.00
	p. State		500.00	500.00		500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		70,000.00	70,000.00		70,000.00
	r. Total Project Cost Estimate (e+j+q)	5,000.00	70,000.00	75,000.00	500.00	74,500.00

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

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director, Local Programs

Date Executed _____

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-B256(010)	Agreement Number LA-8633	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

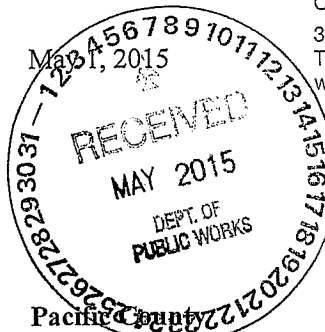


**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Mr. Mike Collins
Public Works Director
Pacific County
PO Box 66
South Bend, Washington 98586-0066

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov



Pacific County
Sandridge Road Crash Cushions
HSIP-B256(010)
FUND AUTHORIZATION

Dear Mr. Collins:

We have received FHWA fund authorization, effective April 30, 2015, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$5,000	\$4,500

All costs exceeding those shown on this agreement are the sole responsibility of your agency.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8633 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

For:

Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac

Enclosure

cc: Lynn Rust, Southwest Region Local Programs Engineer



Local Agency Agreement Supplement

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-000S(403)	Agreement Number LA-8632	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 30, 2015

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

The changes to the agreement are as follows:

Project Description

Name 2014 County Safety Selections - Pacific County Signing Upgrades Length Countywide

Termini Countywide

Description of Work ☒ No Change

Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date _____

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

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	4,400.00		4,400.00	440.00	3,960.00
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	4,400.00		4,400.00	440.00	3,960.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		57,500.00	57,500.00		57,500.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		1,500.00	1,500.00		1,500.00
	p. State		500.00	500.00		500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		59,500.00	59,500.00		59,500.00
r. Total Project Cost Estimate (e+j+q)		4,400.00	59,500.00	63,900.00	440.00	63,460.00

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

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director, Local Programs

Date Executed _____

Agency County of Pacific		Supplement Number 1
Federal Aid Project Number HSIP-000S(403)	Agreement Number LA-8632	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

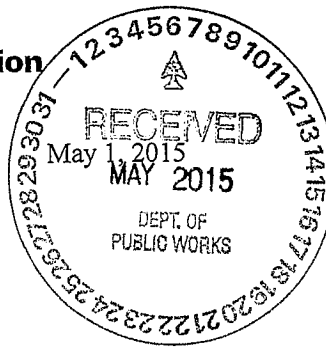
Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Mr. Mike Collins
Public Works Director
Pacific County
PO Box 66
South Bend, Washington 98586-0066



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

**Pacific County
Signing Upgrades
HSIP-000S(403)
FUND AUTHORIZATION**

Dear Mr. Collins:

We have received FHWA fund authorization, effective April 30, 2015, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$4,400	\$3,960

All costs exceeding those shown on this agreement are the sole responsibility of your agency.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8632 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac
Enclosure

cc: Lynn Rust, Southwest Region Local Programs Engineer



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

☐ 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: _____

NARRATIVE OF REQUEST

Authorize filling the Road Maintenance Technician II position - north county, Kelly Spoor.

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

Confirm appointment of Kelly Spoor to the Road Maintenance Technician II position effective June 10th, 2015 at \$17.96 per hour



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

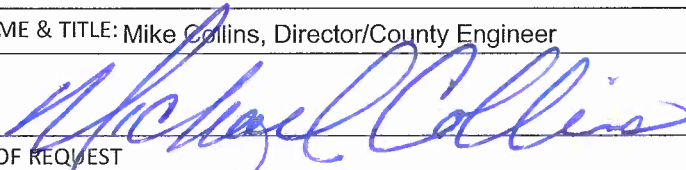
☐ OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: 6-03-15
NARRATIVE OF REQUEST Temporary Engineering Aide appointment of Alan Samplawski (emphasis fair & parks).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the hire of Alan Samplawski as temporary Engineering Aide, effective June 2, 2015 at a rate of \$11/hour, subject to adequate budget appropriations	

PACIFIC COUNTY

☒ New Employee / ☐ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Weiberg, Eric Phone Number: _____

Physical Address: _____

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Community DevelopmentPosition Title: Building InspectorPhone/Ext.: _____ Start Date: 6/22/2015Union: Yes ☒ which? 367-C No ☐ Grade: 12 Step: 1Monthly ☒ Hourly ☐ Pay Rate: \$ _____ Exempt from Overtime: Yes ☐ No ☒

Position is:

Regular (1.00 FTE) ☒ Regular Part-Time ☐ _____ FTE Casual ☐ Temporary ☐ approx. end date: _____Charge to BARS #: 116 . 380 . 514 . 21 . 10 (100 %)

_____ . _____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ . _____ (_____ %)

NOTE: Percentages must equal 100%.

Signature of hiring official _____

Date _____

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board _____

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____

L&I Code _____ SUTA Code _____ Yearly Hours _____



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required


☐ OTHER: _____

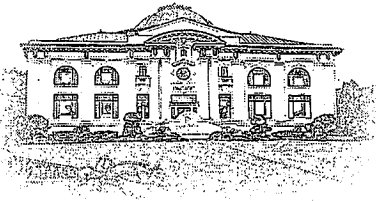
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 5/19/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm the reappointment of Paul Philpot, Tiffany Turner, and Bob Hitt to the Pacific Mountain Workforce Development Council effective immediately for a term of three years.	



Pacific County **COMMISSIONERS**

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

June 1, 2015

Pacific Mountain Workforce Development Council
1570 Irving Street SW
Tumwater, WA 98512

RE: Reappointment of members

The Board of Pacific County Commissioners has chosen to reappoint the following members to a three year term on the Pacific Mountain Workforce Development Council.

Paul Philpot
Tiffany Turner
Bob Hitt

Thank you.

Sincerely,

Steve Rogers
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

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

REQUESTED MEETING DATE:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

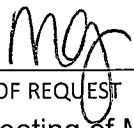
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 5/28/2015
NARRATIVE OF REQUEST At your meeting of May 26, 2015, you approved the Interagency Agreement with WA State Parks for weed control by Vegetation Management. Your motion authorized the Chair to sign; however, the Director of Vegetation Management has signed on behalf of the Weed Board, which will need your confirmation of his signature.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Director of Vegetation Management, Jeff Nesbitt, signature on Interagency Agreement #IA 315-233 with WA State Parks	



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD

AGREEMENT# IA 315-233

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Pacific County Noxious Weed Control Board hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall provide all necessary labor, equipment, and materials to complete weed control work on state park properties as requested. The CONTRACTOR will use the most appropriate treatment techniques during the timeframe(s) most likely to achieve effective control.

The CONTRACTOR shall carry out all control work in a manner consistent with the laws, rules and regulations. The CONTRACTOR will also post all herbicide application areas pursuant to state regulations.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on May 15, 2020, unless terminated sooner as provided herein. Agreement shall automatically expire on May 15, 2020, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Fifty Thousand, and No/100ths Dollars (\$50,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms.

PARKS portion of the costs of the work shall be equivalent to the full amount of costs incurred by the CONTRACTOR. Total project cost shall not exceed \$10,000.00/year as long as the legislature continues to provide funding to PARKS.

BILLING PROCEDURE

RECEIVED ON

MAY 20 2015

Cost Code: 31100

Page 1 of 4

**CONTRACTS AND
PROCUREMENT**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the

party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Jeff Nesbitt, Director, Vegetation Management at telephone (360) 875-9425 and via email at jnesbitt@co.pacific.wa.us.

The Project Representative for PARKS is: Ranger Bob Chalfant, Rainbow Falls State Park, at telephone (360) 291-3767 and via email at robert.chalfant@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.


**Washington State Parks and
Recreation Commission**

By: 

Title: CFO

Date: 5/21/15

**Pacific County Noxious Weed
Control Board**

By: 

Title: Director

Date: 5/14/15

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

RECEIVED ON

MAY 20 2015

**CONTRACTS AND
PROCUREMENT**



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 8

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: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff

PHONE / EXT: ext 3395

SIGNATURE: 

DATE: 6/2/2015

NARRATIVE OF REQUEST

Request the BOCC confirm the emergency appointment of Steven Ross per Civil Service Rules section 10.04 Emergency Appointment & Teamsters 252 CBA (Commissioned Employees) section 5.5 Emergency Appointed Employee. The appointment will begin June 4, 2015 and shall not last more than 120 days in a 12 month period. This appointment was approved at the February 27, 2015 regular meeting of the Pacific County Civil Service Commission.

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

Confirm emergency appointment of Steven Ross as Deputy effective June 4th, 2015 at \$21.88 per hour

**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 26, 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

127289 thru 127385 \$ 444,486.40

Warrants Dated: May 22, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

MAY 26 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

**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, June 9, 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

127386 thru 127459 \$ 224,495.50

Warrants Dated: May 29, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

JUN - 1 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

10

PROCEEDINGS

9:00 AM
Tuesday, May 26, 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
Faith Taylor-Eldred, Community Development Director
Dotsi Graves, Fair/Park Manager
Jeff Nesbitt, Vegetation Management Director
Eric Weston, Deputy Prosecutor
Joyce Kidd, Auditor
Mary Goelz, Health & Human Services Director
Sharon Block, Health & Human Services Deputy Director

GENERAL PUBLIC IN ATTENDANCE - None

CONSENT AGENDA (Items 1-6)

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

Health & Human Services Department

**Approve Amendment #1 to Contract #1463-28911 with DSHS-Division of
Behavioral Health and Recovery pertaining to the Triple P parenting
program; authorize Chair to sign**

Auditor's Office

**Confirm disposal of HP Laserjet printer in accordance with Personal
Property Inventory Procedures Policy**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Boards and Commissions

Approve the reappointment of WRIA #24 Lead Entity Technical Advisory Group member Nick Somero

Approve the reappointment of WRIA #24 Lead Entity Technical Citizens Committee members Tim Morris, Michael Spencer and Key McMurry

General Business

Vendor Claims:

Warrants Numbered 127176 through 127288 - \$248,270.36

Approve regular meeting minutes of April 28 and May 12, 2015 and special meeting minutes of May 18, 2015

YEARS OF SERVICE

15 Years

Joe Camenzind (DPW)

20 Years

**Mike Ray (PCSO), Gary Lavinder (DPW), Scott Corey (DPW),
Chuck Bolden (DPW)**

25 Years

Kathy Spoor (CAO), Ron Clark (PCSO)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

Chairman Rogers presented the Certificate of Good Practice for 2014 to Mike Collins, Public Works Director/County Engineer

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

Confirm Special Use Agreement with Harbors Association of Volunteers for Animals (HAVA) for use of the fairgrounds for garage sale May 15-17, 2015 and authorize Chair to sign

Approve Special Use Agreement with Goldwing Road Riders Association for use of Bush Pioneer County Park for their Duck Hunt Poker Ride to be held June 13, 2015 and authorize Chair to sign

Approve the 2015 Bush Pioneer Park Maintenance and Operation Contract with Herb Frank effective June 1, 2015 through November 30, 2015

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

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

Approve the hire of temporary summer litter crew members Daisy Rojas, Jessica Koski, Mikayla Collins effective June 15, 2015; Megan Patterson, Seth Hall-Ogilvie and Sinda Chann effective July 20, 2015, all at a rate of \$10/hour and Alexandria Gilbert as Litter Crew Lead at a rate of \$12/hour, effective June 11, 2015, subject to adequate budget appropriations

Accept resignation of Environmental Health Specialist Kristina Sieff, effective September 10, 2015; approve request to advertise and hire for vacant position

ITEMS REGARDING HEALTH AND HUMAN SERVICES

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

Approve County Program Agreement #1563-39128 with DSHS for the WorkFirst Children with Special Needs program and authorize Chair to sign

Approve Contract Agreement with PeaceHealth Southwest WA Medical Center for Breast, Cervical and Colon Cancer Health Program and authorize Chair to sign

Acknowledge resignation of Public Health Nurse Cory McKeown, effective June 30, 2015; approve of request to advertise and hire for vacant position

ITEMS REGARDING AUDITOR'S OFFICE

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

Adopt Resolution 2015-022 increasing the amount of licensing change fund to \$250

ITEMS REGARDING WSU EXTENSION

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

Confirm hire of Suzanne Carbaugh, Administrative Asst. II, Grade 9 Step 1, 0.45 FTE, effective May 13, 2015, subject to adequate budget appropriations

ITEMS REGARDING PROSECUTOR'S OFFICE

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

Approve purchase of laptop computer not to exceed \$2,500 to be paid from Risk Fund 531, subject to adequate budget appropriations

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

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve hire of Dakota Phillips and Richard Mark effective 6/1/2015 at \$17/hour; Richard Ashley effective 6/1/2015 at \$16/hour; Alex Martin effective 6/1/2015 at \$15/hour; Dustin Eaton at \$15/hour effective 6/16/2015 and Cody Buchanan at \$15/hour effective 6/29/2015; all subject to adequate budget appropriations

Approve Interagency Agreement #IA 315-233 with WA State Parks and Recreation for weed control work on state park properties

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve hire of Vanessa Samplawski and Roberta Pulsifer to fill two vacant Telecommunicator positions Step 1, effective June 7, 2015, subject to adequate budget appropriations

ITEMS REGARDING BOARDS & COMMISSIONS

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

Acknowledge resignation of Janie Rose, WRIA #24 Lead Entity Citizens Committee member

ITEMS REGARDING GENERAL BUSINESS

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

Authorize the Management & Fiscal Analyst to notify all interested parties and property owners adjacent to parcel #75023025008 that Pacific County will consider offer for the purchase of this tax title parcel. Any valid offers that satisfy the conditions of RCW 36.35.150 will be brought before the Board of County Commissioners for consideration at a later meeting

Adopt Resolution 2015-023 establishing fiscal year 2016 budget calendar

Approve designation of the Economic Development Council as the Associate Development Organization for the 2015-17 biennium and authorize Chair to sign

Adopt Findings of Fact # 1 through #17 and Conclusions of Law #1 through #6 pertaining to Flood Damage Prevention Ordinance No. 176 and acknowledge the SEPA Final Determination of Non-Significance as approved by the Planning Commission

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

Adopt Resolution 2015-024 creating the Management Grade 13 Superior Court Administrator/Court Recorder job description

ITEMS REGARDING SUPERIOR COURT

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

Approve the appointment of Angela Gilbert to Court Administrator/Court Recorder, Management Grade 13 Step 4, effective January 1, 2015, subject to adequate budget appropriations

Approve request to advertise for vacant Asst. Court Administrator/Court Recorder position in accordance with Local 367C Collective Bargaining Agreement and subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve the hire of Ayesha Cruz, Administrative Asst. II, 1.0 FTE, effective July 1, 2015, Grade 9 Step 2, subject to adequate budget appropriations

Approve the hire of temporary Engineering Aides, Dane Camenzind at \$12/hour effective May 11, 2015, Zack Friese at \$10.50/hour, effective May 11, 2015 and Zachariah Taylor at \$12/hour, effective May 15, 2015, subject to adequate budget appropriations

Approve purchase of Netmotion Server from Dell (state bid) in the amount of \$4,692.32 including sales tax, subject to adequate budget appropriations

PUBLIC COMMENT

Peggy Swogger was in attendance and thanked Mike Collins for the working that was completed on Monohon Landing Road. She also stated that the Department of Community Development hours are difficult for the citizens.

Chairman Rogers indicated he would talk with them and see what can be done.

EXECUTIVE SESSION - None

RECESS – 9:33AM

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PUBLIC HEARING – 10:00AM

ATTENDANCE: Chairman Rogers, Commissioner Wolfe, Commissioner Ayers

OTHERS: Douglas Davis, Shoalwater Bay Indian Tribe representative

Chairman Rogers opened the public hearing to consider an Open Space Application submitted by the Shoalwater Bay Indian Tribe.

Mr. Davis was sworn in and provided answers of the Commissioners regarding the application. Mr. Davis also presented a map of the parcels being considered for open space. The Commissioners requested a copy of the map be provided for the record.

Chairman Rogers closed the hearing.

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

Approve the Open Space Land Classification Application of the Shoalwater Bay Indian Tribe including tax parcels 14110132005; 14110123006; 1411250004; 14111250006; 14110250004; 14111232023; 14110241005; 14110242004; 14110214006; 14110250002; 14110255280; 14111232009; 14111250005; 79000000061; 1411015002; 1411125007. And adopt Findings of Fact #1 through #3.

MEETING CLOSED 10:18AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

OTHER BUSINESS FOR FILING

Amendment #2 to the 2015-2017 Consolidated Contract #C17121 filed this date

Notices received from the WA State Liquor Control Board of pending marijuana extraction operation for Ever Green Flora and Vancouver Weed Company.

Notices received from the WA State Liquor Control Board of liquor license expiration for Willapa Harbor Golf Course.

Notices received from the WA State Liquor Control Board of marijuana license application for Babcock Bench Farms (corrected).

Notices received from the WA State Liquor Control Board of liquor license application for Klipsan Mini Mart, Willapa Harbor Golf Course, The Metro Espresso Café, and the Seaview Texaco.

Notices received from the WA State Liquor Control Board of approval of liquor license for the Seaview Texaco.

WORKSHOPS/MEETINGS HELD – No action taken

May 4th

Workshop w/ Sheriff's Office re: personnel
Departmental Briefings

May 11th

Workshop w/ Kelly Rupp re: SMP update
Meeting Agenda review

May 12th

Workshop w/ Auditor re: travel, wellness, policies
Workshop w/ Superior Court Judge re: personnel

May 18th

Departmental Briefings

May 20th

Workshop re: Hyland Stringer project
Workshop w/ Prosecutor; Executive session held
Workshop w/ Health re: out of class pay
Meet w/ Road Crew

May 22nd

Meeting Agenda Review

May 26th

Workshop w/ Assessor re: staffing
Workshop w/ Fair Manager re: fair court

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: MAY, YEAR OF 2015

TOTAL EMPLOYEES: 170

TOTAL PAYROLL: \$668,066.38

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___9th___day of JUNE 2015

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board

RECEIVED
PACIFIC COUNTY

MAY 28 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ 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):

OFFICIAL NAME & TITLE: Kelli D. Buchanan

PHONE / EXT: 3339

SIGNATURE:

Kelli D. Buchanan

DATE: 5/29/15

NARRATIVE OF REQUEST

Confirm disposal of date/time stamp machine (fixed asset ID #413) per attached disposal form.

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

Confirm disposal of date/time stamp machine fixed asset inventory ID #413

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 413	DEPT/OFFICE: Commissioners
EQUIPMENT DESCRIPTION: Date/Time Stamp Machine	LOCATION: Annex Building
MODEL NUMBER: AR-E	SERIAL NUMBER: 367623

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DISPOSAL

DISPOSAL DATE: 5/28/15	HOW DISPOSED: Time Equipment Company put in garbage
REASON FOR DISPOSAL: Machine was broken. Sent to Time Equipment Company for estimate on repairs. Too costly to repair.	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:	
TRANSFERRED FROM (DEPT/OFFICE):	TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #:	Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
Equipment:	Describe the equipment as it is listed on your current inventory.
Department:	Name of your office/department.
Location:	List the building, office, etc, where this equipment is located.
Model #:	Complete this section for equipment having model numbers.
Serial #:	Complete this section for equipment having serial numbers.
Functional:	Is this equipment functioning well enough to be used?
Other Dept:	Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed:	The date the BOCC approved disposal of this equipment
How Disposed:	Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec'd:	Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser:	If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed:	Outdated, nonfunctional, replaced, etc.

Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.



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:

05/26/15

AGENDA REQUEST FORM

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

Agenda Item#: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *[Signature]*

DATE: 5/19/15

NARRATIVE OF REQUEST

Request Board to approve and sign Special Event Use Agreement with Marie Guernsey for use of the covered area at Bruceport Park for July 11, 2015. Also, request approval to waive insurance requirement.

5

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

Approve the Special Event Use Agreement with Marie Guernsey for use of the covered area at Bruceport Park on July 11, 2015 and waive insurance; authorize Chair to sign and subject to all County policies

**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
_____ hereinafter referred to as "PERMITTEE".

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

County Facility: Bruceport Park covered area

Event Date(s): Saturday, July 11, 2015

THE COUNTY AGREES TO:

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

THE PERMITTEE AGREES TO:

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

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

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

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied

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

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

PERMITTEE

Mari Guernsey
Signature
5/13/15
Date

Title

Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

 Risk Management Reviewed
Risk Mgr Initials Date
 Legal Review Requested
Prosecutor Review/Approved as to Form
Signature/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: Family Reunion

2. Description of event: Family Reunion

3. Location of event: Bruceport Park; covered area

4. Dates of event: Saturday, July 11, 2015 Hours of operation: Noon-?

5. Has the event been held previously? No Dates: _____

6. Estimated attendance: 50-75

7. Name and address of Event Representative: Marie Guernsey

432 Rue Creek Road, Raymond

Cell Phone Number: _____ Office Number: 360/875-9337

8. Emergency contact name and phone number: Same

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?			X	If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?			X	If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?			X	If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?			X	If yes, attach adequate traffic and detour plans.
Will you have traffic control?			X	If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?			X	If yes, attach parking plan.
Will there be shuttle buses provided for attendees?			X	If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		X		If yes, please attach a copy.
Will there be food served?		X		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		X		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County? Requested waiver				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.

Signature of Applicant/Representative

Date

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

Name: Marie Guernsey Contact #: [REDACTED]

Name: _____ Contact #: _____

Name: _____ Contact #: _____

Name: _____ Contact #: _____

FOR PACIFIC COUNTY USE ONLY

Pacific County Fair Board Review: _____
Initials Date

Comments:

Administrative Review: _____
Initials Date

Comments:

Board of Pacific County Commissioners Approval: _____
Date _____

Additional Requirements: _____

.....



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item#: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

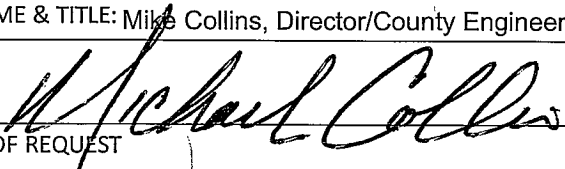
☐ Legal Required

DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <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: 5-27-15
NARRATIVE OF REQUEST A resolution for temporary road closure of 271st Street in Nahcotta for the Willapa Music Festival to be held July 3rd.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adoption of Resolution 2015-025 for temporary road closure of 271st Street in Nahcotta for the Willapa Music Festival to be held July 3rd, 2015	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. _____

**IN THE MATTER OF TEMPORARY CLOSURE OF 271st STREET – ROAD NUMBER 27360
FROM MP 0.00 (STATE ROUTE 103) TO MP 0.03 (PRIVATE ROAD/OYSTERVILLE CANNERY
ROAD) FOR THE WILLAPA MUSIC FESTIVAL TO BE HELD JULY 3, 2015**

WHEREAS, a request has been received for temporary closure of 271st Street in Nahcotta to hold an event, Willapa Music Festival, scheduled for July 3, 2015; and

WHEREAS, the closure would allow safe access to the properties to the north and south sides of 271st from State Route 103 to the private Cannery Road; and

WHEREAS, the closure of 271st would be for July 3rd only; and

WHEREAS, the applicant will notify the following entities of the event and closure: (1) WSDOT (State Route 103), (2) emergency personnel, and (3) the adjacent property owners; and

WHEREAS, the applicant will make arrangements for event parking at the Port of Peninsula to the north of the event; now therefore

BE IT HEREBY RESOLVED the temporary closure of 271st Street Road No. 27360 from MP 0.00 to MP 0.03 will be acceptable for July 3, 2015 for the Willapa Music Festival; and

BE IT FURTHER RESOLVED the applicant will comply with the above notifications; and

BE IT STILL FURTHER RESOLVED Pacific County will provide the Type III barricades to properly close the roadway with any additional signing provided by the applicant.

PASSED by the following vote this _____ date of _____, 20_____ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

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:
06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

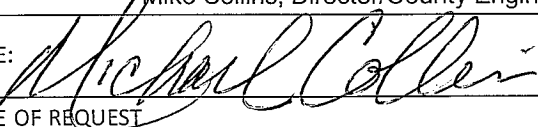
☐ OTHER: _____

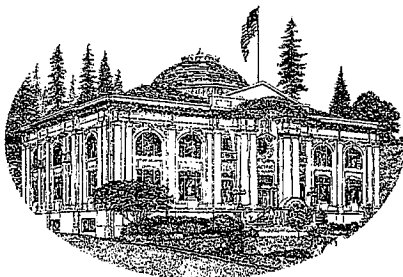
DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <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: 5-23-15
NARRATIVE OF REQUEST Award U Street Resurfacing Project MP 1.71 (Bay Avenue) to MP 3.13 (Joe Johns Road) to Naselle Rock & Asphalt Co. for a bid amount of \$351,533.75.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award the U Street Resurfacing Project MP 1.71 to MP 3.13 to Naselle Rock & Asphalt Company in the amount of \$351,533.75 tax already included; subject to all County Policies	



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

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

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

Pacific County is an Equal Opportunity Employer

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

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

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

May 26, 2015

Board of County Commissioners
Pacific County Courthouse
South Bend, WA 98586

**RE: U Street Resurfacing Project MP 1.71 to MP 3.13
CRP # 1642**

Honorable Commissioners:

The Department of Public Works has reviewed the bid documents received for the U Street Resurfacing Project MP 1.71 (Bay Avenue) to MP 3.13 (Joe Johns Road) opened on May 22nd. Two (2) bid packets were received from the solicitation. The low bid was received from Naselle Rock & Asphalt Co. in the amount of \$351,533.75.

All bid documents were properly submitted. The bid tabulation was mathematically checked and contractor registration and Excluded Parties listing checked. The Engineer's Estimate for the project was \$391,155.07.

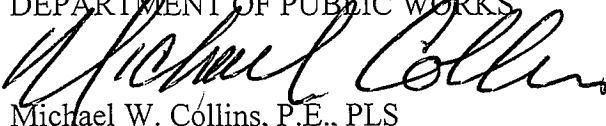
The Pacific County Department of Public Works recommends a contract be awarded to Naselle Rock & Asphalt Co. in the amount of \$351,533.75.

Attached for your review and execution are the Concurrence Memorandum, Award Letter, Bid Tabulation Sheet and two original contracts.

Your favorable consideration is appreciated.

Sincerely,

PACIFIC COUNTY
DEPARTMENT OF PUBLIC WORKS


Michael W. Collins, P.E., PLS
Director/County Engineer

Memorandum

DATE: June 9, 2015
TO: Mike Collins, Director/County Engineer
FROM: Board of County Commissioners

Chairman

RE: **U Street Resurfacing Project MP 1.71 to MP 3.13**
County Road Project No. 1642

Based on the bids and recommendation received, this Board concurs in the award of the bid for the above referenced project to Naselle Rock & Asphalt Co. in the amount of \$351,533.75.

June 9, 2015

Arne Wirkkala
Naselle Rock & Asphalt Co.
PO Box 5
Naselle, WA 98638

**RE: U Street Resurfacing Project MP 1.71 to MP 3.13
County Road Project No. 1642**

AWARD LETTER

Dear Arne:

This is to inform you that the contract for the above referenced project has been awarded to your firm at your bid price of \$351,533.75.

Prior to the start of construction, it will be necessary for you to furnish a performance bond in the amount of your bid, payable to Pacific County. At this time, we are sending you two copies of the contract for your signature. Please sign both and return along with your performance bond and insurance. Your bid bond will be retained until your performance bond, insurance and contract are received.

If you have any questions, please feel free to contact Mike Collins, Director/County Engineer.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman of the Board

Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between Pacific County, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - Work

- 1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

U STREET RESURFACING PROJECT MP 1.71 (BAY AVENUE) TO MP 3.13 (JOE JOHNS ROAD)

- 1.2 The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by the COUNTY.

Article 2 - Contract Time

- 2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.
- 2.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 of this agreement, plus any extensions thereof allowed in accordance with Section 1-08.5 of the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not substantially and physically completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY the amounts specified in Section 1-08.9 of the Standard Specifications, as may be supplemented by the Special Provisions, for each working day that expires after the times specified in Paragraph 2.1 of this Agreement.

Article 3-Contract Price

- 3.1 COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an estimated Contract Price as provided in CONTRACTOR's Bid Form attached as Exhibit A.

Article 4-Payment Procedures

- 4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications. Applications for Payment will be processed by COUNTY as provided in the Standard Specifications.
- 4.2 COUNTY will make monthly progress payments on the basis of CONTRACTOR's Applications for Payment each month during construction as provided below. All progress payments will be on the basis of the measured or estimated number of units of Unit Price work completed.

In accordance with RCW 60.28.011 no final payment will be made until such time as all claims have been satisfied.

- 4.3 Upon final completion and acceptance of the Work in accordance with the Contract Documents, COUNTY shall pay the remainder of the Contract Price, provided that there are no related liens registered against the project at that time, and provided that the industrial insurance premiums with the Department of Labor and Industries are current.

Article 5-Contractor's Representations

CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality, availability of labor, union or non-union practices, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Special Provisions of the Contract Documents, and accepts the determination set forth in the Special Provisions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR

considers necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 5.4 CONTRACTOR has reviewed and checked all information and data shown or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. CONTRACTOR shall perform, at CONTRACTOR'S sole expense, all such additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said underground facilities which are or will be required to perform and furnish the Work at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR is experienced and qualified to perform the services described herein, and is properly staffed and organized and financed to perform such services. CONTRACTOR shall act as an independent contractor and not as an employee or agent of COUNTY in performing its services, maintaining control over its employees and managing all subcontractors and suppliers.

Article 6-Contract Documents

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 Notice to Contractors.
- 6.2 CONTRACTOR'S Bid Form, including Appendix A, attached as Exhibit A.
- 6.3 Addenda Numbers ____ to ____ inclusive, attached as Exhibit B.
- 6.4 Notice of Award, attached as Exhibit C.
- 6.5 This Contract.
- 6.6 Project Manual, including Instructions to Bidders, Amendments to the Standard Specifications, Special Provisions, and Drawings, attached as Exhibit D.

- 6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
- 6.8 2014 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
- 6.9 Certificates of Insurance, attached as Exhibit F.
- 6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

- 6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

Article 7-Indemnification

- 7.1 The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless the COUNTY and all officers, employees and agents of the COUNTY from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the work or in consequence of any negligence regarding the work, the use of any improper materials in the work, caused in whole or in part by any act or omission by the CONTRACTOR or his agents or employees during performance or at any time before final acceptance. In addition to any remedy authorized by law, the COUNTY may retain as much of the money due the CONTRACTOR as deemed necessary to assure indemnification until disposition has been made of such suits or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless any city or district, its officers, and employees connected with the work, within the limits of which city or district the work is being performed, all in the same manner and to the same extent as provided above for the protection of the COUNTY, its officers and employees, provided that no retention of money due the CONTRACTOR be made by the COUNTY except as provided in Chapter 60.28 RCW, pending disposition of suits or claims for damages brought against the city or district.

The CONTRACTOR will not be required to indemnify, defend, or save harmless the COUNTY as provided in the preceding paragraphs of this Article if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of (a) the COUNTY or the COUNTY'S agents or employees and (b) the CONTRACTOR or the

CONTRACTOR'S agent or employees, the indemnity provisions provided in the preceding paragraphs of this Article shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of its agents and employees.

It is further specifically and expressly understood that the indemnification provided in this Article constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to claims by any third party. This waiver has been mutually negotiated by the parties.

Article 8-Assignment

8.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

Article 9 - Binding Effect

9.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – Severability

10.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Article 11 - Venue

11.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

Article 12 - Entire And Complete Agreement

12.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the language set forth in this Agreement, any of the exhibits hereto, Standard Specifications, or Special Provisions, the language in this Agreement shall prevail, and this Agreement shall be interpreted as if that conflicting language was not a part of the agreement between the parties.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and first below written, and the County Legislative Authority has caused this instrument to be executed by and in the name of said PACIFIC COUNTY the day and year first above written.

Executed by the Contractor on this _____ day of _____, _____.

Contractor

**Board of County Commissioners
Pacific County, Washington**

Company

Chairperson

Title

Commissioner

Address

Commissioner

City, State, Zip Code

Approved As To Form:

Attest:

Clerk of the Board



AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>16</u>
		Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal
<input type="checkbox"/> OTHER: _____		
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Prosecutor
<input type="checkbox"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Vegetation Mgmt	<input type="checkbox"/> WSU Coop. Ext.
<input type="checkbox"/> Other		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 5/28/2015
NARRATIVE OF REQUEST	
<p>For the Board's consideration is communication facility use agreement for Centro Familiar Cristiano (KGIO). KGIO has expressed interest in installing communication equipment at our Megler communication site. The equipment represents an amount of \$2050 per year. After reviewing their request this would benefit the county and have no significant impact on our tower.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Facility Use Agreement with Centro Familiar Cristiano to install communication equipment at our Megler Communication Site; subject to all County Policies	

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

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

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **Centro Familiar Cristiano**, (hereinafter called **KGIO**), this 9th day of June, 2015.

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

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable for another 5-year term, upon agreement by both parties, at the end of this term.
2. **TERMINATION**:
 - 2.1 Either party may unilaterally terminate this agreement by giving the other party sixty (60) days prior written notice of termination.
 - 2.2 **KGIO** shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
 - a. If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of **KGIO's** equipment cannot be obtained, or if **KGIO** determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
 - b. If **KGIO** determines at any time that the premises are not appropriate for **KGIO's** equipment for technological reasons, including, but not limited to, signal interference.
 - c. If **KGIO's** license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **KGIO** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.
4. **PAYMENT:** **KGIO** shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the Department of Natural Resources (DNR) rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty-five (25%) percent.
6. **INDEMNIFICATION:** In accepting this Agreement, **KGIO**, 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 **KGIO** 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, **KGIO**, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

7. **INSURANCE:** **KGIO** shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. **KGIO** must name the COUNTY as an additional insured. **KGIO** shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. **KGIO** agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that **KGIO's** liability insurance policy shall so state. **KGIO** 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.
8. **PREMISES:** The COUNTY shall provide **KGIO** tower and shelter space in addition to fenced security and access to the facility. **KGIO** shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for **KGIOs** exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
9. **EQUIPMENT:** **KGIO** shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. **KGIO** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be ½" or larger jacketed solid sheathed transmission line.
 - Cable shall be clamped to cable trays in accordance with existing methods.

- Equipment shall be bonded to existing ground grid in accordance with applicable codes.

10. **INTERFERENCE:** **KGIO** shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **KGIO's** equipment, **KGIO** shall cooperate; however, **KGIO** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of **KGIO's** equipment at the Megler Site).

11. **SECURITY AND MAINTENANCE:** The COUNTY shall provide security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to **KGIO**. COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **KGIO** shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **KGIO** shall notify the COUNTY of such default and request cure within ten (10) days.

12. **IMPROVEMENTS:** All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES:** If a tower or building is damaged or destroyed that contains equipment of **KGIO** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **KGIO** shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **KGIO**, there shall be an equitable reduction of rent until the damage has been repaired.
14. **TAXES:** **KGIO** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
15. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by **KGIO** shall be and remain the property of **KGIO** and may be removed or replaced by **KGIO** at any time from time to time, provided that **KGIO** repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **KGIO** may assign this Use Agreement upon prior written notice to, but not without the consent of COUNTY to (i) any affiliate of **KGIO**, or (ii) any entity which buys all or substantially all of the assets of **KGIO** used in connection with the operation of **KGIO**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

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

If to COUNTY:

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

If to KGIO:

Centro Familiar Cristiano
9834 17th Ave. SW
Seattle, WA 98106

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
____ day of _____, 2015.

CENTRO FAMILIAR CRISTIANO

Signature

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

Chairperson

Commissioner

Commissioner

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(Megler)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	FM Transmitter 90.5 mHz	\$1500.00
2	2	EAS Antenna (Non Tower Located)	\$150.00
3	1	½ rack space including power	\$400.00
TOTAL ANNUAL RATE			\$2050.00

EXHIBIT A AGREED TO:

KGIO INITIALS _____ DATE _____

COUNTY INITIALS _____ DATE _____

EXHIBIT B

PACIFIC COUNTY FACILITY USE STANDARDS

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

GENERAL

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

TOWERS

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

EQUIPMENT BUILDING

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

EXHIBIT B AGREED TO:

KGIO INITIALS _____ DATE _____

COUNTY INITIALS _____ DATE _____

**EXHIBIT C
PACIFIC COUNTY
PUBLIC RECORDS ACT**

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

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



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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

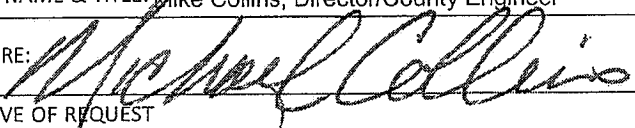
☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: 6-03-15
NARRATIVE OF REQUEST Accept the contract/performance bond/insurance submitted by Naselle Rock & Asphalt Co., Inc. for the Sandridge Road Resurfacing Project awarded May 18th. Return bid bonds held.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept Contract, Performance Bond, and Insurance provided by Naselle Rock & Asphalt Co. for the Sandridge Road Resurfacing Project and authorize return of bid bonds to Lakeside Industries and Granite Construction	

Contract

THIS AGREEMENT, made and entered into this 18th day of May, 2015, between Pacific County, hereinafter called the COUNTY, and Naselle Rock & Asphalt, hereinafter called the CONTRACTOR.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - Work

- 1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

SANDRIDGE ROAD RESURFACING PROJECT MP 7.00 TO MP 8.30

- 1.2 The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by the COUNTY.

Article 2 - Contract Time

- 2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.
- 2.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 of this agreement, plus any extensions thereof allowed in accordance with Section 1-08.5 of the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not substantially and physically completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY the amounts specified in Section 1-08.9 of the Standard Specifications, as may be supplemented by the Special Provisions, for each working day that expires after the times specified in Paragraph 2.1 of this Agreement.

Article 3-Contract Price

- 3.1 COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an estimated Contract Price as provided in CONTRACTOR's Bid Form attached as Exhibit A.

Article 4-Payment Procedures

- 4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications. Applications for Payment will be processed by COUNTY as provided in the Standard Specifications.
- 4.2 COUNTY will make monthly progress payments on the basis of CONTRACTOR's Applications for Payment each month during construction as provided below. All progress payments will be on the basis of the measured or estimated number of units of Unit Price work completed.

In accordance with RCW 60.28.011 no final payment will be made until such time as all claims have been satisfied.

- 4.3 Upon final completion and acceptance of the Work in accordance with the Contract Documents, COUNTY shall pay the remainder of the Contract Price, provided that there are no related liens registered against the project at that time, and provided that the industrial insurance premiums with the Department of Labor and Industries are current.

Article 5-Contractor's Representations

CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality, availability of labor, union or non-union practices, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Special Provisions of the Contract Documents, and accepts the determination set forth in the Special Provisions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR

considers necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 5.4 CONTRACTOR has reviewed and checked all information and data shown or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. CONTRACTOR shall perform, at CONTRACTOR'S sole expense, all such additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said underground facilities which are or will be required to perform and furnish the Work at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR is experienced and qualified to perform the services described herein, and is properly staffed and organized and financed to perform such services. CONTRACTOR shall act as an independent contractor and not as an employee or agent of COUNTY in performing its services, maintaining control over its employees and managing all subcontractors and suppliers.

Article 6-Contract Documents

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 Notice to Contractors.
- 6.2 CONTRACTOR'S Bid Form, including Appendix A, attached as Exhibit A.
- 6.3 Addenda Numbers Ø to Ø inclusive, attached as Exhibit B.
- 6.4 Notice of Award, attached as Exhibit C.
- 6.5 This Contract.
- 6.6 Project Manual, including Instructions to Bidders, Amendments to the Standard Specifications, Special Provisions, and Drawings, attached as Exhibit D.

- 6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
- 6.8 2014 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
- 6.9 Certificates of Insurance, attached as Exhibit F.
- 6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

- 6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

Article 7-Indemnification

- 7.1 The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless the COUNTY and all officers, employees and agents of the COUNTY from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the work or in consequence of any negligence regarding the work, the use of any improper materials in the work, caused in whole or in part by any act or omission by the CONTRACTOR or his agents or employees during performance or at any time before final acceptance. In addition to any remedy authorized by law, the COUNTY may retain as much of the money due the CONTRACTOR as deemed necessary to assure indemnification until disposition has been made of such suits or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless any city or district, its officers, and employees connected with the work, within the limits of which city or district the work is being performed, all in the same manner and to the same extent as provided above for the protection of the COUNTY, its officers and employees, provided that no retention of money due the CONTRACTOR be made by the COUNTY except as provided in Chapter 60.28 RCW, pending disposition of suits or claims for damages brought against the city or district.

The CONTRACTOR will not be required to indemnify, defend, or save harmless the COUNTY as provided in the preceding paragraphs of this Article if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of (a) the COUNTY or the COUNTY'S agents or employees and (b) the CONTRACTOR or the

CONTRACTOR'S agent or employees, the indemnity provisions provided in the preceding paragraphs of this Article shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of its agents and employees.

It is further specifically and expressly understood that the indemnification provided in this Article constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to claims by any third party. This waiver has been mutually negotiated by the parties.

Article 8-Assignment

8.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

Article 9 - Binding Effect

9.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – Severability

10.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Article 11 - Venue

11.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

Article 12 - Entire And Complete Agreement

12.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the language set forth in this Agreement, any of the exhibits hereto, Standard Specifications, or Special Provisions, the language in this Agreement shall prevail, and this Agreement shall be interpreted as if that conflicting language was not a part of the agreement between the parties.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and first below written, and the County Legislative Authority has caused this instrument to be executed by and in the name of said PACIFIC COUNTY the day and year first above written.

Executed by the Contractor on this 28th day of May, 2015.

Contractor

Don Wickham
Naselle Rock & Asphalt Co.
Company

President
Title

P.O. Box 5
Address

Naselle, WA 98638
City, State, Zip Code

Approved As To Form:

Don E. Wickham

**Board of County Commissioners
Pacific County, Washington**

[Signature]
Chairperson

[Signature]
Commissioner

[Signature]
Commissioner

Attest:

Marie Guernsey 5/18/15
Clerk of the Board



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

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

REQUESTED MEETING DATE:

06.09.2015

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

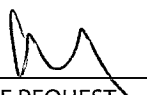
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 6/3/2015
NARRATIVE OF REQUEST <p>As of 6/3/2015, an employment offer has been made to Eric Weiberg, subject to his acceptance and successful completion of a background check.</p> <p>The Department requests that Monte Givens be made a Senior Building Inspector. A Building Inspector has been hired to fill the vacant, budgeted position and Monte will be required to train and oversee the individual. The increase will be paid for with permit fees, which will be at a G13S10, cost of \$3,492 per year.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the promotion of Monte Givens to Senior Building Inspector, Grade 13 Step 10 effective June 1, 2015, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:
06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

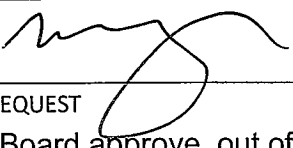
☐ OTHER: _____

DISTRIBUTION LIST:

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|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> 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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 6/3/15
NARRATIVE OF REQUEST Request the Board approve out of class pay for Wendy Hamlin on an ongoing basis. Wendy has been trained and is covering some of the clinics in WIC to act as certifier which is outside of her job description. Her out of class pay will be paid at a Grade 10 Step 10 and will be for a maximum of 32 hours per month. We do not currently have a job description that matches this work so will be meeting with the Union and the Board to approve an appropriate job description.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve out of class pay for Wendy Hamlin while she covers clinics in WIC effective May 1st, 2015 and maximum 32 hours per month as a Grade 10 Step 10; subject to adequate budget appropriation and all County Policies	



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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

6/9/15

AGENDA REQUEST FORM

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

Agenda Item #: 20

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: Vegetation Management

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Jeff Nesbitt

PHONE / EXT: 360 942-7758

SIGNATURE: Jeff Nesbitt

DATE: 5/30/15

NARRATIVE OF REQUEST

Seeking BOCC approval for the purchase of a new computer for the Vegetation Management office.

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

Confirm purchase of laptop computer not to exceed \$979.19

PACIFIC COUNTY - INVENTORY ACQUISITION FORM

ATTACHMENT #3

DEPARTMENT/OFFICE:	<u>Vegetation Management</u>	LOCATION:	<u>410 Quiny ST</u>
EQUIPMENT DESCRIPTION:	<u>Dell Inspiron 2350</u>		
MODEL NUMBER:	<u>2350</u>	SERIAL NUMBER:	<u>CN-02JVL3-74431-SIC-</u>

IS THIS REQUEST TO LEASE EQUIPMENT?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<u>0499-100</u>
IF YES, ATTACH LEASE FOR APPROVAL PRIOR TO OBTAINING EQUIPMENT.			

VENDOR NAME: <u>Best Buy</u>				
QUANTITY (list prices for each item below): <u>1</u>		PRICE INCLUDES S&H AND SALES TAX? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
ITEM #1 <u>979.19</u>	ITEM #2	ITEM #3	ITEM #4	ITEM #5
PURCHASED WITH FEDERAL GRANT MONEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
GRANT NAME AND/OR #:				

DATE ACQUIRED: <u>4-27-15</u>	BY COMPETITIVE BID? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
-------------------------------	---

REASON FOR PURCHASING/LEASING EQUIPMENT: <u>Recurring Problems with old computer</u>

THIS SECTION IS TO BE COMPLETED BY AUDITOR'S OFFICE

FUND NO:	DEPARTMENT NO:	WARRANT NO:	DATE PAID:
----------	----------------	-------------	------------

Here is a breakdown of the information required by section:

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

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

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



Board of Pacific County Commissioners
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:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
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| <input type="checkbox"/> 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: Pacific County Sheriff's Office

DIVISION (if applicable): Communications

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy

PHONE / EXT: 3340

SIGNATURE: *Stephanie Fritts*

DATE: June 3, 2015

NARRATIVE OF REQUEST

1. Request to approve the transfer of mobile data computers from various agencies/offices to the ERR Fund (designated as PACCOM computers). The cost of support of the mobile data computers will be largely borne by the State E911 grant funds. In order to accomplish this within the time frame of the grant a transfer of funds from personnel to operations will be required as there is not adequate spending authority in the operations section of the PACCOM budget. A supplemental budget will also be required to utilize \$10,152.08 in fund balance, increase operational expenditure budget, and to transfer funds back to the personnel portion of the budget. Copies of the cost calculations are attached.
2. Request to purchase 3 year license for NetMotion - virtual private network required to run mobile data computers. Cost to be funded by fund balance in the amount of \$15,861.30.
3. Request to transfer funds from personnel to operations to support the invoice from the ERR Fund until such time as a supplemental budget can be developed, presented and approved.

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

See next page for motion

1. Adopt Resolution 2015-026 authorizing the transfer of mobile data computers (MDCs) to the Equipment Rental and Revolving Fund 502
2. Approve the purchase of a three (3) year NetMotion license in an amount of \$15,861.30, subject to adequate budget appropriations
3. Adopt Resolution 2015-027 authorizing amendments to the fy2015 budget by appropriation transfer

E911 Grant Funding Proposal for MDC and Dispatch Workstation Maintenance/Depreciation

	Proposed	Actual
Maintenance/Workstation	\$ 24,700.00	\$ 24,700.00
Appvd Workstations	4.00	4.00
Total Grant Funds Available	\$ 98,800.00	\$ 98,800.00
Maintenance Committed and Paid YTD		
Spillman	\$ 29,316.00	\$ 30,077.94
Stancil	\$ 2,848.97	\$ 2,374.14
Total Grant Funding Remaining	\$ 66,635.03	\$ 66,347.92
MDC Totals		
Deployed PCSO	17	16
Deployed Cities (3 MDCs each city)	10	13
Desired Backups	3	3
Dispatch Workstation	4	4
TOTAL	34	36
DPW Annual Maintenance	\$ 1,300.00	\$ 1,300.00
Depreciation (4 yr schedule)	\$ 1,133.00	\$ 825.00
Total per Computer	\$ 2,433.00	\$ 2,125.00
Annual Cost to Move Dispatch and MDCs to ERR	\$ 82,722.00	\$ 76,500.00
Funded through state E911 Grant	\$ 66,635.03	\$ 66,347.92
Funded by PACCOM	\$ 16,086.97	\$ 10,152.08

Notes:

Numbers above do not include the Jail, Emergency Management, E911 Chief, or reserves.

E911 is proposing budget for a new computer for 2016 and can use an MDC for that purpose.

Related air card costs will be borne by each agency/department.

Related Cost:

NetMotion 3 year license	\$ 15,861.30
Total Request:	\$ 26,013.38

Name of Contractor: WA State Military Dept - E911 Division

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
E15-018

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:

ERR transfer

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):

A draft resolution is attached.

TOTAL COST/AMOUNT (include sales & use tax): See attached

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 160, 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:

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

RESOLUTION NO. 2015-_____

**A RESOLUTION AUTHORIZING THE TRANSFER OF MOBLIE DATA COMPUTERS
TO THE PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
EQUIPMENT RENTAL AND REVOLVING FUND 502**

WHEREAS, the Pacific County Sheriff's Office, Communications Division is under contract with the Washington State Military Department to fund 911 operations; and

WHEREAS, the Pacific County Sheriff's Office, Communications Division may spend the 911 grant funding on Computer Aided Dispatch maintenance; and

WHEREAS, Mobile Data Computers receive Computer Aided Dispatch information; and

WHEREAS, the Pacific County Department of Public Works Equipment Reserve and Replacement Fund regularly funds, depreciates, and maintains personal computers for the workplace; now therefore

IT IS HEREBY RESOLVED that all mobile data computers be transferred to the Pacific County Department of Public Works Equipment Reserve and Replacement Fund; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office Communications Division will pay the annual maintenance and depreciation costs on these items.

PASSED by the following vote this 9th day of June, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

____YEA; ____NAY; ____ABSTAIN; and ____ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner

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

RESOLUTION NO. 2015-027

**IN THE MATTER OF AMENDMENTS TO THE FISCAL YEAR 2015
BUDGET BY APPROPRIATION TRANSFER**

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that adjustments by transfer should be made to the fiscal year 2015 budget appropriations in the funds and departments listed in Attachment A of this resolution; and

WHEREAS, sufficient appropriations exist within other budget categories to permit the necessary adjustments, as requested; now, therefore,

IT IS HEREBY RESOLVED that the transfer of budget appropriations as listed in Attachment A of this resolution is approved; and

IT IS HEREBY FURTHER RESOLVED that the Auditor be authorized to transfer the fiscal year 2015 budget appropriations as listed in Attachment A of this resolution.

PASSED by the following vote this 9th day of June, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Fund Name	Amount	Transfer From:	Transfer To:
PACCOM	\$20,000.00	160.800.528.70.10	160.800.528.70.48



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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:

06/10/15

AGENDA REQUEST FORM

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

Agenda Item #: 22

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

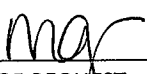
☐ OTHER: _____

DISTRIBUTION LIST:

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|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> 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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 5/19/2015
NARRATIVE OF REQUEST Carol Mclean has served on the Civil Service Commission since 2008. We received her notice of resignation on 5/26/2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept resignation of Civil Service Commission member Carol Mclean	



Board of Pacific County Commissioners
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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

06/09/15

AGENDA REQUEST FORM

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

Agenda Item #: 23

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

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☐ 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: 5/26/2015

NARRATIVE OF REQUEST

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

Adopt Proclamation declaring the week of June 22-26, 2015, as Amateur Radio Week



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

PROCLAMATION

WHEREAS, more than 710,000 amateur radio operators Nationally, 25,000 in Washington State, and 250 in Pacific County, pursue their proficiency in amateur radio communications, and

WHEREAS, amateur radio operators volunteer and contribute their time, skills, equipment and energy to help those in need; and

WHEREAS, amateur radio operators provide emergency communications for public safety organizations, hospitals, businesses, and the public at large during emergencies and disasters within the State of Washington; and

WHEREAS, government agencies and businesses support state and local efforts to carry out amateur radio communications missions; and

WHEREAS, amateur radio operators deserve our recognition and a salute for hundreds of jobs well done each year.

NOW THEREFORE, we the Board of Pacific County Commissioners in recognition of this event do hereby proclaim the week of June 22-26, 2015, as

AMATEUR RADIO WEEK

In Pacific County, Washington and urge all citizens to join us in recognizing the importance of amateur radio on which we rely on during emergencies or disasters that may occur within Pacific County.

Dated this 9th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 9, 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

ADDITIONAL AGENDA

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 1) Appoint Jim Sayce, Ann Lafores, Phil Martin, Key McMurry, Ken Weigardt, Warren Cowell, Dale Beasley and Brian Sheldon to sub-committee for the Planning Commission to update the Critical Areas and Resource Lands Ordinance No. 147

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 2) Adopt Resolution 2015-029 regarding the temporary road closure of 55th Street for cross culvert work July 1st thru July 3rd, 2015

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

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



Board of Pacific County Commissioners
PO Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360-875-9337 / Fax 360-875-9335
knoren@co.pacific.wa.us

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

REQUESTED MEETING DATE:

6/9/15

Res. 2010-013 EXHIBIT A

Agenda Item #: OTHER 1

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

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Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

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☐ Legal

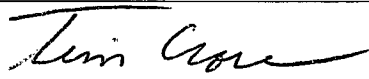
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Tim Crose AD	PHONE / EXT: 2655
SIGNATURE: 	DATE: 6-4-2015
NARRATIVE OF REQUEST	
Consider appointing Jim Sayce, Ann Lafores, Phil Martin, Key McMurry, Ken Weigardt, Warren Cowell, Dale Beasley, and Brian Sheldon to a Sub-committee for the Planning Commission to work as a technical advisory group for the update of the Critical Areas and Resource Lands Ordinance No. 147.	
RECOMMENDED MOTION	
Appoint Jim Sayce, Ann Lafores, Phil Martin, Key McMurry, Ken Weigardt, Warren Cowell, Dale Beasley and Brian Sheldon to a sub-committee for the Planning Commission to update the Critical Areas and Resource Lands Ordinance No. 147	

AGENDA REQUEST FORM

REQUESTED MEETING DATE:

06/09/15

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: OTHER 2

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

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☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: _____

DATE: _____

NARRATIVE OF REQUEST

Resolution approving temporary road closure of 55th Street for cross culvert removal/replacement, work window July 1st through July 3rd.

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

Adopt Resolution 2015-028 authorizing the temporary road closure of 55th Street for cross culvert work from July 1 through July 3, 2015

BEFORE THE BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. _____

**IN THE MATTER OF TEMPORARY CLOSURE OF 55TH STREET
ROAD NUMBER 12440 AT MP 0.14 FOR CULVERT REPLACEMENT**

WHEREAS, two side-by-side 48" diameter cross culverts are failing on 55th Street at MP 0.14;
and

WHEREAS, a temporary road closure for removal and replacement of the culverts is desired; and

WHEREAS, 55th Street proceeds east from Sandridge Road and then connects south with Jim Street which exits on State Route 101; and

WHEREAS, alternate accesses are available to all residents; and

WHEREAS, the closure is expected to begin Wednesday, July 1, 2015 at approximately 6:30 AM and conclude no later than Friday, July 3, 2015 at 5:00 PM and will not be open to traffic at the conclusion of each work day; and

WHEREAS, notice will be posted in advance in the area prior to closure to warn the motoring public; now therefore

BE IT HEREBY RESOLVED a temporary road closure of 55th Street for culvert removal/replacement is allowed; and

IT IS FURTHER RESOLVED the temporary closure will adhere to the above work window; and

BE IT STILL FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project for the local residents.

PASSED by the following vote this _____ date of _____, 20_____ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner