

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

**Tuesday, October 25, 2016
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 LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (*limited to three minutes per person*)

CONSENT AGENDA (Item A-B)

- A)** Approve regular meeting minutes of October 11, 2016
- B)** Approve Rainbow Valley Landfill Claims Vouchers
Royal Heights Transfer Station, Inc. - \$384.30
PUD No. 2 - \$45.77

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 #35

A

PROCEEDINGS

9:00 AM
Tuesday, October 11, 2016

1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:00 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Scott Johnson, Sheriff
Eric Weston, Chief Civil Attorney
Mary Goelz, Health & Human Services Department Director

GENERAL PUBLIC IN ATTENDANCE

Barbara Tallman
Tim & Joni Brockman
Phil & Jeanne O'Dell
Todd Bennington, Willapa Harbor Herald (*recorded the meeting*)

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

PUBLIC COMMENT – None

CONSENT AGENDA (Items A)

It was moved by Ayers, seconded by Rogers 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 September 27, 2016

MEETING CLOSED – 9:01AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5092	10/2/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$384.30

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

Larry Bale
Signature

PRFS.
Title

10/4/16
Date

Reviewed by:

Faith Taylor
Faith Taylor, Director
Department of Community Development

10-10-16
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

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

Invoice

DATE	INVOICE #
10/2/2016	5092

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

P.O. NUMBER	TERMS	DUE DATE	
	net 10	10/12/2016	
SERVICED	QUANTITY	DESCRIPTION	AMOUNT
10/2/2016	30,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	384.30
Balance Due			\$384.30

Date			
	<u>loads</u>		
9/1/2016	1		
2			
3			
4			
5			
6			
7			
8			
9	1		
10			
11			
12			
13			
14			
15	1		
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26	2		
27			
28			
29			
30			
	5		
	total gallons		30000
		TOTAL	\$384.30

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

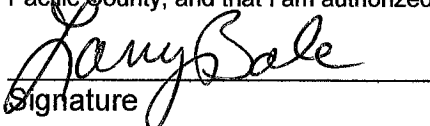
Vendor #	Date
Reference No. 2	Purchase Order Number

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
	9/26/16	UTILITIES	660	000	537	10	41	\$ 45.77

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

10/4/16
Date

Reviewed by:


Faith Taylor, Director
Department of Community Development

10-16-16
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**


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

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



Account Number 19983

Page 1 of 1

Statement Date 09/26/2016

Billing Summary

Previous Balance	110.62
Payment Received 08/29/16	<u>30.06 CR</u>
Past Due Balance - Due Now	80.56
Current Charges Due By 10/24/16	45.77
Total Due	126.33

Messages

Check out our NEW Pay By Phone 844-829-1962
Due Date does not pertain to Balance Forward amount.

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

Meter Reading Details Meter A34390

Current KWH Reading	09/17/16	88667
Previous KWH Reading	08/21/16	<u>88565</u>
Total KWH Usage		102
Days Served 27		

Detail of Charges

102 kWh x 0.071200	7.26
Power Cost Adj @ 7%	0.51
Elec Basic Charge	21.00
Late Charge	<u>17.00</u>
Total This Service	45.77

MO	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sep 16
Usage	377	148	400	512	509	541	510	423	196	159	119	124	102
Avg/Day	11	5	14	17	15	18	16	15	7	5	4	4	4

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)		

Account Number	19983
Due Date	10/24/2016
Amount Due	126.33
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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

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



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

**October 25, 2016
9:00AM or shortly thereafter**

The Board of County Commissioners meeting will be called
to order following the business of the Local Board of Health

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

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

10:00 AM Consideration of Road Vacation V-2016-01 pertaining to the Upper
Naselle Road

Call to Order

Public Comment *(limited to three minutes per person)*

YEARS OF SERVICE

5 Years: Tessa Clements (Health)

CONSENT AGENDA (Items 1-6)

Department of Public Works

- 1) Approve Contract Revision with Pacific West Timber Company pertaining to License Agreement #NA-17701.00
- 2) Approve hire of Aiysha Garcia, North County Traffic Control/Maintenance Technician, effective October 26, 2016

Boards and Commissions

- 3) Approve the reappointment of Wayne Leonard to the Human Services Advisory Board

Risk Management

- 4) Confirm purchase of two ergonomic chairs from The Creative Office

General Business

- 5) Approve Vendor Claims
Warrants Numbered 134099 thru 134204 in the amount of \$331,238.34
Warrants Numbered 134205 thru 134397 in the amount of \$315,865.33
- 6) Approve regular meeting minutes of October 11, 2016

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.

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of request to lease Ford Escape for Prosecutor's Office
- 8) Acknowledge resignation of Neil Wirkkala, Engineering Tech III; consider approval to advertise/fill Engineering Technician position
- 9) Consider approval of request to lease Ricoh copier

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 10) Consider approval of request to accept quotes from GaragesRUs and Ford Electric for repairs at Long Beach facility

ITEMS REGARDING SHERIFF'S OFFICE

- 11) Consider approval of Interagency Agreement with WA Traffic Safety Commission; authorize Sheriff to sign

ITEMS REGARDING GENERAL BUSINESS

- 12) Consider approval of the 29th Annual Derald D. Robertson Safety Awards to be presented at the Awards Dinner on October 26, 2016
- 13) Consider approval of Findings of Fact and Conclusions of Law pertaining to the Shoreline Master Program
- 14) Consider approval Agreement DD0379 with WA State Department of Transportation; authorize Chair to sign
- 15) Consider approval of Per Copy Maintenance Agreement with Aberdeen Office Equipment; authorize Chair to sign
- 16) Acknowledge intent to retire from Jim Noren and consider approval of request to continue to accumulate leave during extended employment
- 17) Consider approval of fy2017 Tourism Service Contracts

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 19) Consideration of Road Vacation V-2016-01 pertaining to the Upper Naselle Road

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.

Years of Service Report October 2016**Total Years of Service**

Employee Name	Date of Hire	Calculation Date	ID Number
Tessa Clements	10/1/2011	10/1/2011	CLEMT

Tuesday, October 4, 2016

Page 1 of 1

10/10/16 - OK per Alex.

C: Lisa - KB



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

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

REQUESTED MEETING DATE:

10/25/2016

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE:	DATE: 10/13/2016
NARRATIVE OF REQUEST License Agreement #NA-17701.00 with Pacific West Timber Company regarding use of Alanen Road was approved on August 23, 2016. A Contract Revision has been submitted to acknowledge the county's revised certificate of insurance.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Contract Revision with Pacific West Timber Company pertaining to License Agreement #NA-17701.00 with Pacific West Timber Company regarding use of Alanen Road and authorize Chair to sign	

Name of Contractor: Pacific West Timber Company

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
License Agreement #NA-17701.00

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

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

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

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

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

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

**CONTRACT REVISION****Pacific West Timber Company (Washington) LLC Pacific County, Washington**By: Campbell Global, LLC
Its: Authorized Agent
P.O. Box 99
Cathlamet, WA 98612PO Box 6
South Bend, WA 98586

DATE:	10/01/2016
REVISION EFFECTIVE DATE:	10/01/2016
CONTRACT TYPE:	License Agreement
SETTING NUMBER: (if applicable)	.
DESIGNATION NUMBER/NAME: (if applicable)	Naselle Tree Farm
CONTRACT NUMBER:	NA-17701.00
DATE OF ORIGINAL CONTRACT:	10/01/2016

IS HEREBY REVISED AS FOLLOWS:**Add the revised certificate of insurance. Exhibit B**

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES OF THE "COMPANY" AND OF THE "CONTRACTOR" WILL INDICATE THAT BOTH PARTIES HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS THEY APPLY TO THE CONTRACT REVISION.

Licensor:
Pacific West Timber Company (Washington) LLC**Licensee:**
Pacific County, WashingtonBy: Campbell Global, LLC
Its: Authorized Agent

By: _____

Name: Jim HansenTitle: Area Manager

By: _____

Name: _____

Title: _____

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

MEMBER COUNTY:

Pacific County, Washington
Attn: Kathy Spoor, Administrative Officer
PO Box 6
South Bend, WA 98586

Liability Coverage Afforded by the:

Washington Counties Risk Pool
2558 R W Johnson Rd SW, Suite 106
Tumwater, WA 98512-6103

Pacific County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:

20162017RISKPOOL-PACO

MLC EFFECTIVE DATE:

October 1, 2016

MLC EXPIRATION DATE:

October 1, 2017

LIMITS OF LIABILITY EACH OCCURRENCE

BI AND PD COMBINED:

\$10,000,000

TYPES OF LIABILITY

COVERAGE AFFORDED:

General Liability

Including:

Bodily Injury
Personal Injury
Property Damage
Errors and Omissions/Professional
Advertising Injury

Automobile Liability

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE

Contract for use of roads for emergency access

During the MLC Period 10/1/16 - 10/1/17

CANCELLATION

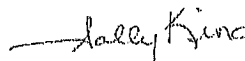
SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

Pacific West Timber Company (Washington) LLC
C/O Campbell Global, LLC
PO Box 99
Cathlamet WA 98612
Attn: Jim Hansen

ISSUE DATE:

August 31, 2016



Claims Assistant



REQUESTED MEETING DATE:

10/25/16

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

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 10/19/16

NARRATIVE OF REQUEST

Request to approve hire of Aiysha Garcia for the North County Traffic Control/Maintenance Tech vacant position. Start date will be on October 26th.

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

Approve hire of Aiysha Garcia, North County Traffic Control/Maintenance Technician, effective October 26, 2016, at a rate of \$14.34/hour, 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:

10/25/2016

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 10/18/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Wayne Leonard to the Human Services Advisory Board	



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

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

REQUESTED MEETING DATE:

10/25/2016

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

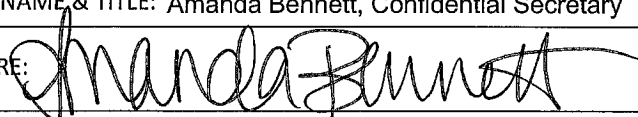
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Risk Management
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 10/18/2016
NARRATIVE OF REQUEST Confirm inventory acquisition of two ergonomic chairs in the amount of \$1,199.88 from The Creative Office. These chairs will be paid by Risk Management.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm purchase of two ergonomic chairs from The Creative Office in the amount of \$1,199.88 including sales tax and shipping from Fund 531	

Name of Contractor: The Creative Office

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$1,199.88

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

PACIFIC COUNTY - INVENTORY ACQUISITION FORM

ATTACHMENT #3

DEPARTMENT/OFFICE: <u>Health Department</u>	LOCATION: <u>South County Administration Building</u>
EQUIPMENT DESCRIPTION: <u>Ingernet Chair with Sliding Seat Pan- w/ air lumbar support, pivot arms gel pads</u>	
MODEL NUMBER: <u>4835-33</u>	SERIAL NUMBER: _____
IS THIS REQUEST TO LEASE EQUIPMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
IF YES, ATTACH LEASE FOR APPROVAL PRIOR TO OBTAINING EQUIPMENT.	
VENDOR NAME: <u>The Creative Office</u>	
QUANTITY (list prices for each item below): <u>2</u>	PRICE INCLUDES S&H AND SALES TAX? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ITEM #1 <u>599.94</u>	ITEM #2 <u>599.94</u> 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>10/17/2016</u>	BY COMPETITIVE BID? <input type="checkbox"/> YES <input type="checkbox"/> NO
REASON FOR PURCHASING/LEASING EQUIPMENT: <u>After ergonomic evaluations, Risk Management felt it necessary for the health of our employees to purchase the chairs.</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



One Source, One Solution.

THE CREATIVE OFFICE
721 Legion Way SE
Olympia, WA 98501
Phone: 800-900-1732
Fax: 360-754-8774
Web: www.thecreativeoffice.com

INVOICE

INVOICE NUMBER	132357-0
DATE	10/17/16
PROJECT NUMBER	6661
PROJECT NAME	RFM CHAIRS 10/03
SALESPERSON	JEFF WELLS
PAGE	1 of 1

BILLING ADDRESS		SHIPPING ADDRESS	
PACIFIC COUNTY GENERAL ADMIN		PACIFIC COUNTY HEALTH DEPT	
PO BOX 6 SOUTH BEND WA 98586		7013 SANDRIDGE ROAD LONG BEACH WA 98631	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
		200900	Upon Receipt

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	B/O QTY	SHIP QTY	UNIT PRICE	EXTENDED
	CONTACT IS AMANDA BENNETT 360-875-9334					
4835-33 3RF	Ingernet Chair with Sliding Seat pan - Dillon Apple Green	1		1	515.50	515.50
08A-77 3RF	Pivot Arms with Gel Pads	1		1	.00	.00
60 3RF	Air Lumbar Support	1		1	.00	.00
Notes 3RF	New Chair	1		1	.00	.00
4835-33 3RF	Internet chair with sliding seat pan - Crosscheck Imperial	1		1	515.50	515.50
08A-77 3RF	Pivot Arms with Gel Pads	1		1	.00	.00
60 3RF	Air Lumbar Support	1		1	.00	.00
SHIPPING 3RF	Drop ship charges from RFM	1		1	80.00	80.00
3RF						

Remit To: THE CREATIVE OFFICE
721 Legion Way SE
Olympia, WA 98501

Terms: Upon Receipt. No merchandise may be returned for credit without our consent. The Creative Office has the right to retain security interest in the above merchandise to secure the payment of the purchase price (including interest, collection, and attorney's fees).

SUB-TOTAL	1111.00
TAX	88.88
Less Deposit	
TOTAL DUE	1199.88

**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, October 11, 2016, 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

134099 thru 134204 \$ 331,238.34

Warrants Dated: October 7, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

OCT 11 2016

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, October 25, 2016, 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

134205 thru 134397 \$ 315,865.33

Warrants Dated: October 14, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

OCT 19 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PROCEEDINGS

9:00 AM
Tuesday, October 11, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Scott Johnson, Sheriff
Eric Weston, Chief Civil Attorney
Mary Goelz, Health & Human Services Department Director

GENERAL PUBLIC IN ATTENDANCE

Barbara Tallman
Tim & Joni Brockman
Phil & Jeanne O'Dell
Todd Bennington, Willapa Harbor Herald (*recorded the meeting*)

CALLED TO ORDER – 9:01AM

PUBLIC COMMENT

Joni Brockman and Jeanne O'Dell spoke regarding the speed limit on I Street. They presented a petition with 69 signatures in favor of reducing the speed limit to 25 mph on I Street, north of Oysterville Road. A copy of the petition and maps were provided to the Clerk of the Board.

Barbara Tallman spoke regarding the Upper Naselle Road. She signed the petition but didn't really read it. They would like to have the county clear out a way for them to get out in the case of an emergency. The Commissioners state they are trying to work towards a solution.

**PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52**

CONSENT AGENDA (Items 1-8)

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

Department of Public Works

**Approve promotion of Tracy Madson to Road Maintenance Tech II,
effective October 3, 2016, at a rate of \$18.14/hour**

**Approve hire of Daryl Shepard, Road Maintenance Tech II, effective
October 10, 2016, at a rate of \$18.14/hour**

**Approve Supplement No. 2 to Local Agency Agreement #LA-8631
pertaining to guardrail upgrades and authorize Chair to sign**

Department of Community Development

**Approve hire of Brad Allen, Building Inspector, Grade 12 Step 1, effective
October 17, 2016**

Sheriff's Office

**Confirm hire of Kevin Acdal, Corrections Officer, Step 1, effective
October 1, 2016 and Joy Zielesch, Casual Cook, at a rate of \$13.10/hour,
effective October 11, 2016**

General Business

**Approve Vendor Claims
Warrants Numbered 134019 thru 134098 in the amount of \$404,203.03**

**Approve September, 2016 payroll:
Total employees: 186 - Total payroll: \$754,480.79**

**Approve regular meeting minutes of September 27, 2016 and public hearing
minutes of October 3, 2016**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Award of Signing Upgrade Project Call for Bids to Stripe Rite, Inc. of Sumner, in the amount of \$87,979, subject to adequate budget appropriations and approve the Contract for the Signing Upgrade Project 2016 *(Other bids were received from Belarde Company, Inc. of Snohomish in the amount of \$132,500 and from Construction Ahead dba Pavement Surface Control of Kennewick in the amount of \$249,100)*

Approve purchase of ductless heat pump system with air conditioning for the courthouse basement server room from Actionaire, Inc. of Hoquiam in the amount of \$6,495, plus sales tax and permits, subject to adequate budget appropriations and authorize Chair to sign *(Other bids were received from Robbins' Aire, Inc. of Aberdeen in the amount of \$7,167 and from Sunset Air Inc. of South Bend in the amount of \$7,283)*

Approve upgrade telephone system to a digital system in the amount of \$320 per month plus nine cents per minute, subject to adequate budget appropriations

Approve Service Agreement with Comcast for internet service and authorize Computer Services Supervisor to sign, subject to adequate budget appropriations

Award Courthouse foundation and drainage Project to Gill Construction & Development LLC of Chehalis in the amount of \$91,422, including sales tax, subject to adequate budget appropriations *(Other bids were received from Ashley Construction of South Bend in the amount of \$132,300 and from Rognlin's Inc. of Aberdeen in the amount of \$118,800)*

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Memorandum of Understanding with WellSpring Community Network for the Americorp position and authorize Chairman to sign

ITEMS REGARDING SHERIFF'S OFFICE

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

Adopt Resolution 2016-037 transferring Avtec dispatch console equipment to ER&R Fund 502

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING BOARDS AND COMMISSIONS

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

**Acknowledge resignation of Fair Board member John Gruginski and
Approve the reappointment of Marcy Walden and the appointment of
Darlene Smith to the vacant position, effective immediately**

ITEMS REGARDING GENERAL BUSINESS

Consider approval of Findings of Fact and Conclusions of Law pertaining to
the Shoreline Master Program-**DEFERRED to 10/25/2016 meeting**

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

**Approve the hire of Jim Nelson, Road Maintenance II at a rate of
\$18.14/hour, start date to be determined and provided to the
Commissioners, subject to adequate budget appropriations**

ITEMS REGARDING ASSESSOR'S OFFICE

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

**Approve request for document preservation funds in the current
expense non-departmental budget in an amount not to exceed \$5,000,
subject to adequate budget appropriations and authorize the Assessor
to sign Agreement for Services with Comstor**

ITEMS REGARDING GENERAL BUSINESS

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

**Adopt Proclamation establishing the week of October 24-28, 2016 as Code
Enforcement Officer Appreciation Week**

**Adopt Resolution 2016-038 authorizing fiscal year 2016 budget category
transfers**

EXECUTIVE SESSION - None

MEETING CLOSED – 9:29AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

OTHER BUSINESS FOR FILING

Letter dated September 14, 2016, from Freedom Foundation regarding adoption of a resolution opening public employee collective bargaining meeting to the public. No action was taken.

Email from Alicia Stamps dated September 27, 2016, regarding HGTV Show Filming in Ocean Park.

Email from Michael S. Runyon dated September 27, 2016, regarding supply of base material for the Willapa River/Hwy 6 Bridge project.

Email from James Clancy dated September 28, 2016, thanking the county for the road striping and the pothole repair on Surfside roads.

Email from State of WA Recreation and Conservation Office dated September 30, 2016, regarding Long-term Obligations for the Naselle Boat Launch Improvement Project Number 96-1242C, Naselle Boat Launch Improvement Project Number 97-1323A, and the Soccer Field Improvement Project Number 03-1363D.

Email from Jason Harte dated October 3, 2016, regarding illegal issues going on with the Hill family on U Street.

WA State Liquor and Cannabis Board notice of license expirations for Tokeland Hotel, Inc., Chinook Country Store, Fraternal Order of Eagles Ocean Park 3602, Surfside Mini Mart/Video, Jack's Country Store, Willabay, Seaview Texaco, and the Depot Restaurant.

Email from Magen Michaud dated October 7, 2016, thanking the Commissioners for the fireworks workshop.

Email from Bob & Coral Hughes dated October 8, 2016, thanking Commissioner Wolfe for his assistance in finding housing for an elderly woman and "Tiny Houses".

Email from Bob & Carol Hughes dated October 9, 2016, to Commissioner Wolfe regarding the Poverty Response/Homelessness meeting.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Email from Janet Easley dated October 10, 2016, representing the Loomis Lake Restoration Group thanking the County for the treatment of Loomis Lake.

Email from George Miller dated October 11, 2016, regarding the drainage project for the canal and Seabreeze Lake.

Email from Larry Hughes dated October 11, 2016, regarding problems in North Cove area.

Email from Jeanne O'Dell dated October 11, 2016, thanking the Commissioners for allowing her to share the concerns of the speed limit on I Street.



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:

10/25/2016

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

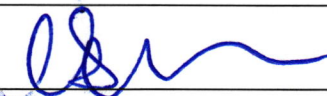
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): ERR
OFFICIAL NAME & TITLE: Andi Harland	PHONE / EXT: 2274
SIGNATURE: 	DATE: 10-12-16
NARRATIVE OF REQUEST Request approval to purchase new 2017 Ford Escape for the Prosecutor's office through Enterprise Rental. Total monthly cost not including fuel and oil changes is \$450.06. This is a 60 month lease term. Contract attached.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve 60-month lease of Ford Escape for Prosecutor's Office through Enterprise Rental in the amount of \$450.06/monthly, not including fuel and oil changes, subject to adequate budget appropriations	



Open-End (Equity) Lease Rate Quote

Quote No: 3331145

Prepared For: Pacific County
Harland, Andi

Date 10/10/2016
AE/AM J6H/CRB

Unit #

Year 2017 Make Ford Model Escape

Series SE 4dr 4x4

Vehicle Order Type Ordered Term 60 State WA Customer# 538599

\$ 23,109.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax 0.0000% State WA
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00	Extended Service Contract
\$ 23,309.00	Total Capitalized Amount (Delivered Price)
\$ 291.36	Depreciation Reserve @ 1.2500%
\$ 82.08	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 373.44	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00
\$ 0.00	Physical Damage Management
\$ 42.12	Full Maintenance Program ³ Contract Miles 50,000
	Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 42.12 Additional Services SubTotal

\$ 34.50 SALES AND USE TAX 8.3000%

\$ 450.06 Total Monthly Rental Including Additional Services

\$ 5,827.40 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Light Stone w/Cloth Buckets w/60

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

State WA

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Pacific County

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Printed On 10/10/2016 03:53 PM



Open-End (Equity) Lease Rate Quote

Quote No: 3331145

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 325.00



Open-End (Equity) Lease Rate Quote

Quote No: 3331145

VEHICLE INFORMATION:

2017 Ford Escape SE 4dr 4x4 - US

Series ID: U9G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 25,643.00	\$ 26,850.00
Total Options	\$ 71.00	\$ 75.00
Destination Charge	\$ 895.00	\$ 895.00
Total Price	\$ 26,609.00	\$ 27,820.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: KL - (0 I) Medium Light Stone w/Cloth Buckets w/60/40 Split Rear Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
446	Transmission: 6-Speed Automatic w/SelectShift	Included	Included
50C	All-Weather Floor Mats (Front & Rear)	\$ 71.00	\$ 75.00
64N	Wheels: 17" Sparkle Silver Painted Aluminum	Included	Included
99D	Engine: 1.5L EcoBoost	Included	Included
K	Cloth Buckets w/60/40 Split Rear Seat	Included	Included
KL_01	(0 I) Medium Light Stone w/Cloth Buckets w/60/40 Split Rear Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.51 Axle Ratio	Included	Included
STDGV	GVWR: 4,760 lbs	Included	Included
STDRD	Radio: AM/FM Single CD/MP3	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TJL	Tires: P235/55R17 A/S BSW	Included	Included
YZ_01	(0 P) Oxford White	NC	NC



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:

10/25/16

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

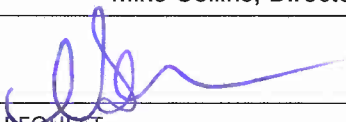
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE: 	DATE: 10/19/16
NARRATIVE OF REQUEST	
Approve resignation of Neil Wirkkala. Request to advertise for Engineer Technician concurrently to the Union and the public.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Acknowledge resignation of Neil Wirkkala, Engineering Tech III and approve the advertising/filling of the Engineering Technician position in accordance with Section 2.22 Hiring Process of the Personnel Policy and 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:

10/25/16

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager

PHONE / EXT: 2274

SIGNATURE: 

DATE: 10/20/16

NARRATIVE OF REQUEST

Request to renew 60 month operational lease with Ricoh USA for a new Ricoh MP C4504/MP C6004 copier.

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

Approve 60-month lease for a Ricoh copier in the amount of \$238.73/month, subject to adequate budget appropriations

U.S. Communities

Operational Lease

Purchase Order # 10112016-20450058

Date: 10/11/2016

Bill To: Pacific County Public Works
211 North Commercial St
Raymond, WA 98577

Vendor: Ricoh USA

Attn: Hanni Hunderfund
4160 6th Ave. SE Ste. 102
Lacey, WA 98503

Remit To: Ricoh USA
PO Box 650073
Dallas TX 75265-0073

Contact: Tom Gradt, Operations Manager
Phone: (360) 875-9368
Email: pw@co.pacific.wa.us

Contact: Hanni Hunderfund
Phone: (206) 554-9668
Fax: (360) 438-0244

Ship To: Pacific County Public Works
211 North Commercial St
Raymond, WA 98577

Contact: Tom Gradt, Operations Manager
Phone: (360) 875-9368

ITEM	Quantity	Description	Monthly Payment	Total Price
1	1	60 Month operational lease, Ricoh MPC6004SP	\$238.73	\$14,323.80
		PAPER FEED UNIT PB3160, BRIDGE UNIT BU3070		
		FINISHER SR3210, POSTSCRIPT3 UNIT TYPE M19		
		FAX OPTION TYPE M20, ESP XG-PCS-15D		
		Network Print/Scan Connection; Embedded @remote; Training		
		Maintenance and Repair Service Usage cost per copy:		
		Includes all Supplies except paper, Parts and Labor (*Only billed as used)		
		Black: \$0.008 Color \$0.045		
		This Purchase Order incorporates by reference the lease and maintenance terms and conditions outlined in the U.S. Communities Master Lease Agreement (Rev. 04/15) and U.S. Communities Equipment Sale and Maintenance Agreement of U.S. Communities Contract No. 4400003732, as amended, and each as located at: http://www.uscommunities.org/suppliers/ricoh/ricoh-contract/ (collectively, the "Contract") which terms and conditions (a) shall supersede all conflicting other terms and conditions of this Purchase Order, whether annexed or incorporated into this Purchase Order, and (b) to the extent applicable, are amended by the U.S. Communities addendum attached to this Purchase Order. All references to "Schedule" in the Contract shall mean this Purchase Order whether executed or not.		
		Pick up to Return MP C5501G - Serial # V9615900286		

Signature:	
Printed Name:	
Title:	

RICOH
imagine. change.



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

RECEIVED
PACIFIC COUNTY

OCT 18 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

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

REQUESTED MEETING DATE:
10.25.2016

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development Department

DIVISION (if applicable): Solid Waste - EH

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

SIGNATURE: _____

DATE: 10/18/2016

NARRATIVE OF REQUEST

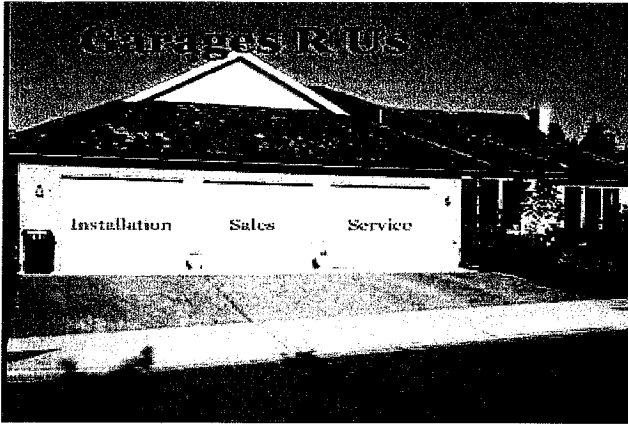
The Department is requesting approval to contract with GaragesRUs and Ford Electric to perform repairs on the facility building at 318 N Second St in Long Beach. One door is non-functional and needs to be repaired/replaced. The fans and light switch also need to be repaired/replaced.

The work will be paid through tipping fees.

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

Approve acceptance of quotes from GaragesRUs in the amount of \$2,028.24 and from Ford Electric in the amount of \$1,215 for repair of facility at 318 N Second Street, in Long Beach, subject to adequate budget appropriations

Quote



Date 05/26/2016

GaragesRUUs
202 Parpala Road
Naselle, WA. 98638
Phone 360.355.2199 Bud
360.581.6689 Joel

TO Pacific County
c/o Shawn Humphreys
shumphreys@co.pacific.wa.us
(360)642-9382
(360)875-9356

Qty	Item #	Description	Unit Price	Discount	Line total
1		Install new 12'2"x10'9" Wayne Dalton C-24 overhead sectional door, white, uninsulated, interior slide lock, one strut per panel, low headroom track			\$1583
		Reframe/replace rotten 2x6 jambs			\$200
		Storm shield threshold weatherseal			\$95
Sub Total					\$1878
Sales Tax .08					\$150.24
Total					\$2028.24

Thank you for the opportunity for your business!

FORD ELECTRIC COMPANY, INC.

SAME FAMILY BUSINESS "SINCE 1944"

WASHINGTON STATE ELECTRICAL CONTRACTORS LICENSE # FORDEC1558LN

JOB NAME:

PAC COUNTY - HHW FACILITY

JOB QUOTE DESCRIPTION:

INSTALL / REPAIR EXPLOSION PROOF SWITCH
AND ROOF VENT MOTOR.

FROM FORD ELECTRIC CO., INC.

PO BOX 206, 105 3RD ST SE

LONG BEACH, WA 98631

TEL: 360-642-2137

FAX: 360-642-3573

EMAIL: ford.electric.inc@gmail.com

TO: PACIFIC COUNTY

PO BOX 66

SOUTH BEND WA 98586

JOB SITE: HAZARD WASTE

318 N 2ND ST

LONG BEACH WA 98614

TEL: 360-589-2559

EMAIL: 0

FAX: 0

WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE ON TODAYS DATE OF:

8-Jun-16

PRICE BREAKDOWN

Labor & Materials :	\$ 1,125.00
Permit :	\$ -
Tax :	\$ 90.00
Grand Total :	\$ 1,215.00

Terms of Payment: 100% Due when Complete

Payment Methods:

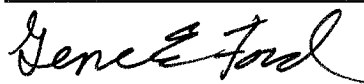
Cash, Check or Money Order (ONLY)

EST. START DATE:

0

QUOTE AGREEMENTS & TERMS:

This quote includes material & labor per print or other information provided by owner or contractor. (See attached sheet) All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will void this quote agreement. The job will then be billed as time & materials (Unless otherwise agreed upon via written contract). All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by workman's compensation insurance. Full payment due 15 from invoice date. The only accepted payment methods are cash, check or money order.



Gene Ford, President

Note: This quote is valid for 14 days from the above date unless otherwise advised to you in writing by Ford Electric.

ACCEPTANCE OF PROPOSAL:

By signing below I am agreeing to the above Quote Agreements & Terms and that the specified payment listed above will be made as outlined above. My signature below also verifies that I am in agreement with the above labor & materials costs and hereby accept the material list, specifications and conditions Ford Electric has set forth. I hereby authorize Ford Electric to do the work as listed above.

Date of Acceptance: _____

Customer Signature _____

Customer Signature _____

**FORD ELECTRIC
TIME and MATERIAL ESTIMATE SHEET**

DATE : 6/8/2016

JOB NAME : PAC COUNTY - HHW FACILITY

BILLING PARTY NAME : PACIFIC COUNTY

BILLING ADDRESS : PO BOX 66

SOUTH BEND WA 98586

JOB SITE ADDRESS : 318 N 2ND ST

LONG BEACH WA 98614

JOB DISCRPTION : INSTALL / REPAIR EXPLOSION PROOF
SWITCH AND ROOF VENT MOTOR.

QTY	UNITS	DESCRIPTION
1		EXPLOSION PROOF SWITCH
1		ROOF VENT MOTOR
1		MISC. PARTS - SCREWS, TAPE, WIRE NUTS, ETC..
4		LABOR



REQUESTED MEETING DATE:

9/27/2016 10/25/16

AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 9/23/2016
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on the Interagency Agreement between the Sheriff's Office and Washington Traffic Safety Commission for \$9,300.00 for traffic safety emphasis patrols. A fully executed copy will be forwarded to the BOCC when available.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Interagency Agreement with WA Traffic Safety Commission for safety emphasis patrols and authorize Sheriff to sign	

**INTERAGENCY AGREEMENT
BETWEEN
PACIFIC COUNTY SHERIFF'S OFFICE AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT is made and entered into by and between the Pacific County Sheriff's Office, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the AGENCY to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (**as outlined in Exhibit A**), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2016 and remain in effect until September 30, 2017 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed \$9,300.00 (NINE THOUSAND THREE HUNDRED DOLLARS). Funds break down into the following enforcement overtime categories:

Statewide Impaired Driving Patrols: \$3,700.00
Grant Award # Section 402

Statewide Distracted Driving Patrols: \$1,600.00
Grant Award # Section 402

Statewide Seat Belt Patrols: \$1,500.00
Grant Award # Section 402

Flex Funding: \$2,500.00
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402

Motorcycle Safety: \$0
Grant Award # Section 402

Target Zero Teams (DUI): \$0
Grant Award # MAP-21 Section 405d

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

See Exhibit C for detailed federal award information.

PARTICIPATION REQUIREMENTS AND CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one enforcement overtime category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted via WTSC's Enterprise Management System (WEMS), and associated with approved HVE logs. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be submitted in WEMS no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs in WEMS within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed above.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WTSC.

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. Upon agreement by the AGENCY and the local TSM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

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.

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 party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICA ACT

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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, agreement 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.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

GOVERNANCE

This Agreement 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. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees.

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract.

The AGENCY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

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.

LICENSING, ACCREDITATION AND REGISTRATION

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The AGENCY will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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.

RIGHT OF INSPECTION

The AGENCY shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, 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.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day

notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

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.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this contract, or violates any of these terms and conditions; the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this contract immediately. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this contract may be terminated by written notice of the WTSC.

TERMINATION FOR CONVENIENCE

Either party may, by 30 (THIRTY) days written notice, terminate this contract. If this contract is so terminated, the WTSC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii)

- commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
 3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
 4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
 5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
 6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or SubAGENCIES.

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.

PRIMARY CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Primary Contact for the AGENCY is:	The Contact for WTSC is:
Scott Johnson Sheriff P O Box 27 South Bend, WA 98586 360/875-9395 sjohnson@co.pacific.wa.us	Angie Ward Program Manager PO BOX 40944 Olympia, WA 98504 – 0944 360-725-9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

**PACIFIC COUNTY
SHERIFF'S OFFICE**

WA TRAFFIC SAFETY COMMISSION

Signature

Signature

Printed Name
Name

Printed

Title *Date*

Title *Date*

- commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
 3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
 4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
 5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
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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.

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The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Primary Contact for the AGENCY is:	The Contact for WTSC is:
Name Title Mailing Address Phone Email	Angie Ward Program Manager PO BOX 40944 Olympia, WA 98504 – 0944 360-725-9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

AGENCY NAME

WA TRAFFIC SAFETY COMMISSION

Signature

Signature

Printed Name
Name

Printed

Title *Date*

Title *Date*

Please return this signed Agreement to your Target Zero Manager:

Susan Bradbury
PO BOX 630
Montesano, WA 98563
(360) 964-1707
sbradbury@co.grays-harbor.wa.us

Exhibit A

STATEMENT OF WORK

1. GOAL: To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols.
2. SCOPE OF WORK :

The specific dates for individual campaigns are subject to change.

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; December 15, 2016 – January 1, 2017
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 18 – September 4, 2017.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 22 - June 4, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 3 – 16, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Motorcycle Safety Patrols - July 28, 2017 – August 13, 2017

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes failure to yield to a motorcycle, following too closely to a motorcycle, etc.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Flex Patrols:

The local Task Force may coordinate local HVE impaired driving, seatbelt, distracted driving, or speeding patrols during the contract period. Refer to each section above for the scope of work for each category. Dates may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Refer to Exhibit B for patrol plan due dates. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be

followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Name/Title

Office Phone & e-mail

Cell Phone

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay.
 - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2016	October 1 – December 31, 2016
October 31, 2016	January – March, 2017
January 30, 2017	April – June, 2017
April 30, 2017	July – September, 2017

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all IAAs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct a minimum of three (3) self-initiated contacts per hour.
- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Exhibit C

Federal Agency – National Highway Traffic Safety Administration

Funding Source	Grant Award #	Grant Award Name	CFDA #	HVE Categories
402	Section 402	State and Community Highway Safety Program	20.600	Statewide DUI, Distracted Driving, Seat Belt, Local Flex, Speed, Motorcycle
		National Priority Safety Programs		
405b	Map-21 Section 405b	Occupant Protection	20.616	
405c	Map-21 Section 405c	State Traffic Safety Information Systems	20.616	
405d	Map-21 Section 405d	Impaired Driving Countermeasures	20.616	TZT
405d II	Map-21 Section 405d II	Impaired Driving Ignition Interlock	20.616	
405f	Map-21 Section 405f	Motorcycle Safety	20.616	



Agency: Pacific County Sheriff's Office
Project Number: FFY2017 HVE

Acknowledgement of WTSC Grant Requirements

When the authorizing official and the project manager sign the agreement for a WTSC grant, they agree to comply fully with the terms and conditions set forth in the contract as well as additional federal requirements outlined in the Electronic Code of Federal Regulations for Federal Grants and Agreements: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

The WTSC provides all grant recipients an opportunity to ask questions or discuss concerns about the terms and conditions of the grant. This opportunity may consist of an in-person meeting or conference call, depending on the complexity of the project and the recipient's level of experience with federal grants. Once this opportunity has been provided, the grant recipient's project manager certifies to the grant requirements, including the following elements:

• Contract Provisions	
○ Billing procedure	○ Political activity/Hatch Act
○ Project Reporting	○ Suspension & debarment
○ Nondiscrimination	○ Contract Termination
○ Drug-Free workplace	○ Buy America Act
○ State Lobbying	○ Federal Lobbying
• Project changes and amendments	
• Quarterly and final reports	
• Third-party contracts	
• Indirect costs (Cost Allocation Plan or Federal Cognizant Agency rate approval letter)	
• Project Income Requirements	
• Promotional/Incentive Item Purchase Restrictions	
• Equipment purchases (approval and tracking requirements)	
• Travel rules (State Administrative & Accounting Manual- http://ofm.wa.gov/policy/10.htm)	
• Light Refreshments Policy (WTSC Policy #7.5- http://wtsc.wa.gov/resources/policies/)	
• Single audit requirements	
• Time keeping requirements	

I understand the items listed above or they have been explained to me by representatives of the Washington Traffic Safety Commission.

Agency Signature (Grant Recipient)
Scott L. Johnson, Sheriff

Date



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

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

REQUESTED MEETING DATE:

10/25/2016

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:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/17/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the 29th Annual Derald D. Robertson Safety Awards to be presented at the Awards Dinner on October 26, 2016	



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:

10/11/2016


AGENDA REQUEST FORM

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

BOCC ACTION:		Agenda Item#: <u>13</u>		
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	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 checked="" type="checkbox"/> DEFERRED TO: <u>10/25/2016</u>	<input type="checkbox"/> Risk Mgmt		
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required		
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/4/2016
NARRATIVE OF REQUEST	
At your meeting of September 27, 2016, you adopted the Shoreline Master Program. The attached draft Findings of Fact and Conclusions of Law are being submitted for your consideration of approval.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Findings of Fact # <u>1</u> through # <u>49</u> and Conclusions of Law # <u>1</u> and # <u>3</u> pertaining to the Shoreline Master Program	

PACIFIC COUNTY SHORELINE MASTER PROGRAM FINDINGS OF FACT

1. The Washington State Legislature passed the Washington State Shorelines Management Act¹ (SMA) in 1971. Under the SMA, each affected county is required to adopt and administer a local Shoreline Master Program (SMP) to carry out the provisions of the SMA. Pacific County is an affected county.
2. In 1995, the State Legislature amended the Growth Management Act (GMA)² and the SMA to partially integrate the two statutes. The amendments collectively added the goals and policies of the SMA as a 14th planning goal under the GMA (RCW 36.70A.020/480) and clarified that the goals and policies of an approved SMP shall constitute a shoreline element of a county's comprehensive plan. The Legislature also directed the Washington State Department of Ecology (Ecology) to update the State Shoreline Guidelines to ensure consistency with SMA and GMA. Element 1.6.5 of the County's Comprehensive Plan adopts the goals and policies of the Pacific County SMP. The County's Comprehensive Plan is scheduled for update in 2018 and will include integration of the revised SMP goals and policy language during that process.
3. The GMA allows counties and cities to amend their comprehensive land use plans no more than once each year. Amendments may be considered more frequently for a limited set of circumstances, including the amendment of a SMP.
4. The SMP Guidelines³ are the standards, adopted by Ecology, which local governments must be consistent with when drafting their shoreline master programs. In December 2003, the Ecology adopted revised Guidelines⁴. Pursuant to Chapter 90.58.080 RCW, Pacific County is required to review and update its existing SMP and must be consistent with the required elements of the 2003 SMP Guidelines.
5. Pursuant to the SMA, Pacific County and Ecology share joint authority and responsibility for the administration of the Pacific County SMP. Through the adoption and approval of Ecology, it has the authority of state law.
6. The Pacific County SMP was originally approved by Ecology in 1975 with minor amendments in 1986 and 2000.
7. Pacific County entered into a grant contract with Ecology effective July 1, 2013, to complete the SMP update consistent with the Guidelines.
8. Pacific County contracted with Creative Community Solutions, Inc., for project coordination, facilitation services, and development of the Public Participation Plan on October 8, 2013. An amendment extending the contract was executed on December 10, 2013, and a second agreement entered on March 25, 2014.

¹ RCW 90.58

² RCW 36.70A

³ Title 173-26 WAC

⁴ Title 173-26 WAC

9. Pacific County contracted with The Watershed Company (TWC) to provide development of the science-based elements of the SMP on February 25, 2014. An amendment to extend the contract was executed March 24, 2015. A second amendment to include GIS work was executed May 12, 2015, and a third amendment to include development and writing of the SMP document and supporting documents was entered on July 25, 2015. The fourth amendment, executed November 10, 2015, repealed Amendment #3 and expanded the scope of work and project budget.
10. The Pacific County Board of County Commissioners (BOCC) appointed a Shoreline Planning Committee (SPC) consisting of 21 members of various backgrounds. The SPC worked with subcommittees made up of individuals from the SPC and technical experts.
11. The Public Participation Plan was prepared by Creative Community Solutions, Inc., consistent with the grant contract. The Plan was approved by the BOCC in Resolution No. 2014-022 on May 27, 2014, and submitted to Ecology on August 5, 2014.
12. In accordance with WAC 173-26-201, Pacific County identified and assembled the most current, accurate, and complete scientific and technical information applicable to the shoreline issues of concern in Pacific County.
13. In accordance with WAC 173-26-201(3)(c) and (3)(d), Pacific County documented existing shoreline conditions and presented a baseline inventory and characterization of ecosystem-wide processes and shoreline ecological functions within the Shoreline Inventory, Analysis, and Characterization (SIAC) Report. The SIAC Report was submitted to Ecology on June 30, 2015.
14. The SPC and subcommittees conducted 43 public workshops and two (2) open houses beginning in 2014 and ending in 2016 to review all elements of the update.
15. Notices of public workshops, public hearings, and public comment periods were distributed, posted, and published per the requirements of Pacific County Procedural Ordinance No. 164. Notices were mailed or emailed to more than 115 individuals and agencies who requested to be placed on the distribution list. For open houses, notices were also posted in all public libraries and post offices in the County.
16. All drafts, including the final draft of the SMP, were available for public review and comment on the County's website.
17. The Planning Commission received 100 comment letters, e-mails, and oral testimony during the SMP public hearing process. All comments received, and testimony taken, were reviewed and considered during the preparation of the update.

18. The Planning Commission conducted ten (10) public meetings, workshops, and hearings during its review of the SMP Update:

<u>DATE:</u>	<u>MEETING TYPE:</u>	<u>MEETING PURPOSE:</u>
July 2, 2015	Public Meeting/Workshop	Overview of SMP Update Process
Sept. 3, 2015	Public Meeting/Workshop	Watershed Presentation SMP
Oct. 1, 2015	Public Meeting/Workshop	TNC HAT Presentation Watershed Presentation Use Matrix
Oct. 15, 2015	Public Meeting/Workshop	Review Shoreline Jurisdiction Review High Intensity Designation Review Utilities Review Vegetation Management
Dec. 3, 2015	Public Hearing	Review Section 3, Shoreline Jurisdiction Review Section 4, General Policies Review Section 7, Non-Conforming Uses
Jan. 7, 2016	Public Hearing	Review Section 5, Shoreline Uses and Modifications Review SED Maps
Jan. 21, 2016	Public Hearing	Review Section 6, Coastal Ocean
Feb. 4, 2016	Public Hearing	Review Section 1, Introduction Review Section 8, Administration
Feb. 18, 2016	Public Meeting/Workshop	Addressed Public Agency and Public Comments Review Updated HAT Data
Mar. 3, 2016	Public Hearing	Review Final Draft SMP Recommendation to the BOCC

19. The Pacific County Shoreline Master Program is consistent with the policies of the SMA as it:
- Fosters all reasonable and appropriate uses of the shoreline.
 - Provides for public access to the shoreline.
 - Protects shoreline ecological functions.
20. The Pacific County SMP is expected to result in no net loss of ecological function.
21. The Pacific County SMP is consistent with the Guidelines.
22. The Pacific County SMP advances achievement of GMA Goal 10 by regulating development on parcels with critical areas or their buffers in shoreline jurisdiction.

23. The process to develop the Pacific County SMP advanced GMA Goal 11 because it was based on early and continuous public participation. Comments were solicited through broadly disseminated informational notices, a project website, open houses, a dedicated e-mailbox, social media, and presentations to various groups, elected officials, and committee meetings.
24. Pacific County has begun an update of the Critical Areas and Resource Lands Ordinance and plans to complete the process in such time as the County completes the SMP update. The Pacific County SMP adopts the Critical Areas and Resource Lands Ordinance by reference.
25. Through the planning process, Pacific County defined ten shoreline environmental designations. Of those ten, nine are new to the existing SMP.
- Rural Conservancy - The purpose of the “rural conservancy” environment is to protect ecological functions, conserve natural resources and valuable historic and cultural areas in order to provide for sustained resource uses, achieve natural flood plain processes, and provide recreational opportunities.
 - Shoreline Residential - The purpose of the “shoreline residential” environment is to accommodate residential development and appurtenant structures that are consistent with this Master Program. An additional purpose is to provide appropriate public access and recreational uses.
 - High Intensity - The purpose of the “high-intensity” environment is to provide for high-intensity water-oriented commercial, transportation, and industrial uses while protecting existing ecological functions and restoring ecological functions in areas that have been previously degraded.
 - Coastal Conservancy - The purpose of the “coastal conservancy” environment is to protect to the highest degree possible and, where feasible, restore coastal ocean shorelands within Pacific County; conserve wildlife; and manage the unique characteristics and resources of the shoreland areas, landward of the ordinary high water mark on the Pacific Ocean shorelines of Pacific County.
 - Willapa Bay Conservancy - The purpose of the “Willapa Bay conservancy” environment is to protect to the highest degree possible and, where feasible, restore Willapa Bay shorelands; conserve wildlife; and manage the unique characteristics and resources of the shoreland areas landward of the ordinary high water mark in Willapa Bay. Together with the Willapa Bay Estuary environment, an additional purpose of this environment is to provide for the diverse uses of the interconnected shorelines within Willapa Bay, which support aquaculture, residential, recreational, agriculture, forestry, and refuge/conservancy uses.
 - Coastal Ocean - The purpose of the “coastal ocean” environment is to recognize the biological productivity of the ocean environment and protect and conserve this environment to the highest degree possible, including but not limited to established pot, line, and net fishing grounds; migratory bird flyways; marine mammal migration routes; fish and shellfish migration routes; fish and invertebrate habitat; and beaches through sand and littoral drift management below the ordinary high water mark.

- Coastal Ocean High Intensity - The purpose of the “coastal ocean high intensity” environment is to recognize the intensely-managed and closely-monitored shipping channel connecting the Columbia River and the Pacific Ocean, and to provide for commercial and recreational vessel traffic, dredging, and the disposal of dredge materials.
 - Willapa Bay Estuary - The purpose of the “Willapa Bay Estuary” environment is to protect to the highest degree possible and, where feasible, restore Willapa Bay waters and their underlying bedlands that include vital rearing and nursery habitat for fish and shellfish, such as Dungeness crab, salmonids, and sturgeon; and which require special attention for protection and preservation; and to manage the unique characteristics and resources of the areas waterward of the ordinary high water mark in Willapa Bay. Together with the Willapa Bay conservancy environment, an additional purpose of this environment is to provide for the diverse uses of the interconnected shorelines within Willapa Bay, which support aquaculture, residential, recreational, agriculture, forestry, and refuge/conservancy uses.
 - Columbia River Estuary - The purpose of the “Columbia River Estuary” environment is to protect and restore the ecological functions of the Columbia River waterway within Pacific County, including its associated wetlands, open space, floodplain, and other sensitive lands where they exist in both urban and undeveloped settings, including vital rearing and nursery habitat for fish and shellfish, such as Dungeness crab, salmonids, and sturgeon; and which require special attention to protect and preserve; while allowing for a variety of compatible uses. An additional purpose is to recognize and provide for priority uses, including but not limited to transportation, public access, and commercial and recreational uses including fishing.
 - Freshwater Aquatic - The purpose of the “freshwater aquatic” environment is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high water mark.
26. A use, development and modifications matrix (Table 5-1) was incorporated into the SMP that indicates what new, expanded, or altered shoreline activities, uses, developments, and modifications may be allowed or are prohibited in shoreline jurisdiction within each shoreline environment designation.
 27. To increase consistency determining setbacks, the Planning Commission determined the Highest Astronomical Tide (HAT) as recorded at Nahcotta shall be used as a benchmark to establish setbacks and buffers for the protection of the western shore reaches of Willapa Bay Conservancy shorelines (specifically the eastern Long Beach Peninsula).
 28. Water-oriented uses should be given priority over nonwater-oriented uses. Of water-oriented uses, priority shall be first given to water-dependent uses, followed by water-related and water-enjoyment uses with neither of the latter being more important than the other.
 29. Preference is to be given to water-dependent commercial uses over non-water-dependent commercial uses. Water-related and water-enjoyment uses should be prioritized over non-water-oriented commercial uses.

30. Non-water-dependent commercial uses shall be prohibited over water except in existing structures or in the limited instances where they are auxiliary to and necessary in support of water-dependent uses, in which case they shall be considered conforming.
31. Commercial development over the water on Columbia River Estuary shorelines shall be located in areas of minimal currents and wave action. Floating structures shall be sited to prevent damage to natural vegetation and they shall not rest on the bottom during tidal cycles or periods of low flow.
32. Dredging and dredge disposal operations shall be located and conducted in a manner that will minimize interference with navigation, fishing, and other existing shoreline uses.
33. Dune modification shall be allowed only where it will not result in decreased protection of inland development from damage caused by storm surge, tsunamis, windblown sand, or flooding.
34. The width of the primary dune buffer shall be measured from the winter grass line, inland two hundred (200) feet, but not to extend beyond the landward (eastern) boundary of shoreline jurisdiction.
35. Existing sustainable uses, ecological and ecosystem functions and processes in the coastal zone, and public access to ocean waters should be protected and preserved for current and future generations.
36. Priority shall be given to shoreline uses that sustain the ecosystem or will not adversely impact renewable biological resources, public access, or existing uses or activities, or cause a net loss in ecosystem function.
37. New development on steep slopes or bluffs shall be set back sufficiently to ensure that shoreline stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis.
38. New residential development adjacent to a water body supporting aquaculture operations shall install drainage and stormwater treatment facilities to prevent any adverse impacts to aquaculture operations. Such measures include but are not limited to vegetated swales, retention ponds, and the use of artificial or natural wetlands, provided no adverse impacts to the receiving wetlands would occur.
39. The 30 existing floating homes on North River are allowed to be maintained within the Open Water Moorage and Anchorage Area (OWMAA). New floating homes are prohibited.
40. In order to be more protective of existing ocean uses, including fishing, the County shall adopt a broad prohibition on fixed structures in its coastal areas, including a strict prohibition on permanent fixed structures in the Coastal Ocean environment, except for temporary structures may be permitted as a conditional use for a period of up to two years, with an option for a one-year extension. The County will revisit policies and regulations regarding fixed structures in the Coastal Ocean and Willapa Bay Estuary environments to address new information and technology, including analyses and recommendations resulting from the marine spatial planning process per RCW 43.372, during scheduled periodic reviews of this Program under RCW 90.58.080.

41. All public Ports of Pacific County or other areas which support high-intensity uses related to commerce, transportation or navigation; or suitable and planned for high-intensity water oriented uses were designated as a "High-Intensity" environment.
42. Selective pruning of trees and mowing of vegetation for purposes of maintenance, invasive species management, or fire protection is allowed, provided that no vegetation shall be removed from critical areas, dunes, or their respective buffers without approval from the Administrator. Topping of trees for views is not allowed.
43. For the purposes of the SMP, the Surfside canals were evaluated and determined to be manmade structures (i.e. ditches), not formed from wetlands, and therefore, not regulated under the SMP.
44. Pacific County has complied with procedural and substantive requirements of Pacific County Environmental Review/SEPA Ordinance No. 166 and Chapter 197-11 WAC.
45. Pacific County issued a Threshold Determination of Non-Significance for the 2016 Pacific County Shoreline Master Program on June 30, 2016
46. The Washington State Department of Commerce was provided a 60-day notice of intent to adopt on May 24, 2016
47. The Planning Commission forwarded a recommendation of approval to the Board of Pacific County Commissioners on March 3, 2016.
48. The Board of Pacific County Commissioners held a workshop on September 13, 2016 at 10:30am in accordance with the Open Public Meetings Act.
49. The Board of Pacific County Commissioners conducted a closed record hearing in accordance with Process Ordinance No. 177 on September 27, 2016 at 10:00am.

If any Finding is in truth a Conclusion of Law, or if any Conclusion stated is in truth a Finding or Fact, it shall be deemed so.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date

Steve Rogers, Commissioner

**PACIFIC COUNTY SHORELINE MASTER PROGRAM
CONCLUSIONS OF LAW**

1. The Proposed Pacific County Shoreline Master Program is consistent with and implements the goals, Policies, and requirements of the Washington State Shoreline Management Act, Washington State Growth Management Act, Washington State Shoreline Master Program Guidelines, and Pacific County Comprehensive Plan.
2. The Pacific County Shoreline Master Program as amended and the associated environmental review comply with the goals and requirements of Chapter 90.58 RCW, Chapter 36.70A RCW, Chapter 365-195 WAC, Chapter 173-26 WAC, Chapter 197-11 WAC, and Pacific County Ordinance No. 166 (SEPA).
3. Legislation passed in 2004 (ESB 1933) clarified that critical areas within shorelines are to be “designated” under the GMA but “protected” by the SMP at a level that is “at least equal to” the County’s adopted Critical Areas Ordinance. This SMP responds to the environmental concerns raised during the public process, while protecting property owners from unconstitutional takings and substantive due process violations.

If any Finding is in truth a Conclusion of Law, or if any Conclusion stated is in truth a Finding or Fact, it shall be deemed so.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date

Steve Rogers, 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:

10/25/16

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

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ 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: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 10/18/16

NARRATIVE OF REQUEST

Attached for your consideration is an agreement with Washington State Department of Transportation to provide match for the conservation district grant that was awarded to drainage district #1. This agreement is for the \$12,500 required as match for the grant. The drainage district does not currently have a statewide vendor number which is required to contract with WSDOT. The County would receive the funds from WSDOT and transfer the money into the Drainage District account.

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

Move to approve Agreement DD0379 with the Washington State Department of Transportation in the amount \$12,500 to be passed through to Pacific County Drainage District #1. *and authorize the Chair to sign.*

Name of Contractor: Washington State Department of Transportation

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
D Agreement-DD0379

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

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

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

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

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

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

To be located at: _____ pass through grant to Drainage District #1

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☒ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:



**Washington State
Department of Transportation**

D Agreement

Work by Others for Department of
Transportation Per chapter 47.28 RCW.
Total Cost of Agreement (Excluding
Sales Tax) May Not Exceed \$100,000

Entity Name
Pacific County
Entity Billing Address
P.O. Box 98
South Bend, WA 98586

Agreement Number DD00379		Contact Name Shelly Flemetis (sflemetis@co.pacific.wa.us)		Contact Phone 360-875-9421	
Federal Tax ID # 91-6001356 D		Contractor Registration # N/A		Statewide Vendor # SWV0007195 25	
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
-	One time funding match for the Pacific County Conservation District Grant (CDG). The CDG will be disbursed by Pacific County to Pacific County Drainage District #1 for construction of an inland dike in the vicinity of milepost 21.50 to 21.80 on State Route 105.	1	LS	12500.00	12500.00
* All work under this Agreement will be performed by Pacific County Drainage District #1 as per the requirements outlined in the CDG.					Sub Total 12500.00
Tax Rate					Tax 0.00
					Total 12500.00

This Agreement is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (WSDOT) and the above named vendor (ENTITY).

WHEREAS the WSDOT has requested and the ENTITY has agreed to perform certain work as described above,
NOW, THEREFORE, pursuant to chapter 47.28 RCW, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

1.1 In accordance with the provision of RCW 47.28.030, the ENTITY will furnish the materials, supplies, equipment with or without operator, or operating services as described above.

~~*1.2 In compliance with chapter 39.12 RCW, the ENTITY will file a "Statement of Intent to Pay Prevailing Wages" with the Department of Labor and Industries and a copy of the statement will be supplied to WSDOT prior to commencement of any work under this Agreement. The ENTITY must file "Affidavit of Wages Paid" prior to receiving final payment and balance of retainage. If work is performed by business owner/operator only, then the above requirements are not necessary.~~

1.3 Per RCW 47.28.030, a performance bond
☐ will ☒ will not be required.

Per RCW 60.28.011, retainage at 5 %
☐ will ☒ will not be required.

~~*1.4 The "State of Washington Standard Specifications for Road, Bridge, and Municipal Construction", current edition, and amendments thereto (Standard Specifications), except Sections 1-02, 1-03, 1-04, 1-09, and 2-04 are hereby incorporated in this Agreement by reference thereto.~~

1.5 The work shall commence no later than October 17, 2016, and shall be completed in accordance with the provision of Section 1-08 of said Standard Specifications by N/A working day(s) and/or June 30, 2017.

1.6 It is understood that the ENTITY is authorized to do business in the State of Washington and agrees to comply with the special provisions, attached hereto, if any, and all applicable Local, State and Federal Laws.

~~*1.7 The ENTITY may not subcontract any of the work described herein without prior written approval by WSDOT as stated in the Standard Specifications section 1-08.~~

- 1.8 It is further understood that this agreement shall not be effective until such time as it has been accepted and signed by the Region Administrator (or designee) and a copy thereof returned to the ENTITY.

2. PAYMENT

- 2.1 The ENTITY agrees that the figure in the "Total" column ☒ is a binding lump sum price for the work described herein or ☐ the quantities shown in this Agreement are estimates only. WSDOT does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. Payment will be made on a basis of the actual cost for the quantities of each item completed.
- 2.2 The WSDOT agrees to pay the ENTITY for the work done within thirty (30) days from receipt of a correct detailed invoice.

3. TERMINATION CLAUSE

- 3.1 This Agreement will terminate upon completion of the work by the ENTITY as described herein and acceptance by WSDOT or as described in the Standard Specifications Section 1-08.10.

4. MODIFICATION

- 4.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

5. DISPUTES AND VENUE

- 5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the ENTITY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the Parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

6. LEGAL RELATIONS

- 6.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of or in any way resulting from the indemnifying Party's negligence or breach of any of its obligations under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Board of County Commissioners
ENTITY Pacific County, Washington

Signature: _____
Printed: Frank Wolfe
Title: Chairman
Date: _____

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature: _____
Printed: _____
Title: _____
Date: _____

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention,
Copy of executed agreement to Vendor, Copy to the originating office



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:

10/25/16

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT:
SIGNATURE: 	DATE: 10/17/16
NARRATIVE OF REQUEST General Administration, Commissioners and Risk Management purchased a slightly used color copy machine - Sharp MX-7040N (installed on October 12, 2016). I am requesting the Chair to sign the attached Per Copy Maintenance Agreement with Aberdeen Office Equipment.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Per Copy Maintenance Agreement with Aberdeen Office Equipment for leased of copier and authorize Chair to sign	

Aberdeen Office Equipment
322 East First
Aberdeen, WA 98520
(360) 533-0352
(360) 533-0361 FAX

PER COPY MAINTENANCE AGREEMENT

MACHINE MODEL	SERIAL NUMBER
Sharp MX-7040	35027743
COST PER COPY	COVERS
.009 Black .06 Color	All Labor, Parts & Supplies Except Paper

On Connected Equipment, Maintenance Agreement Covers Print Controller
& Ethernet Network Interface Board But Does Not Include Network Support.

NAME	#1363 Pacific Co. General Administration
ADDRESS	PO Box 6
	South Bend, WA 98586
PHONE NO.	360-875-9334
EMAIL OR FAX NO.	360-875-9335 kbuchanan@co.pacific.wa.us
DATE	October 7, 2016
SIGNED	





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:

10/25/16

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 10/11/16

NARRATIVE OF REQUEST

Attached for your consideration is a memo from Jim Noren regarding his planned retirement in 2017. Per the memo sent to all county employees dated June 7, 2016, the Board agreed to "grandfather" employees who notified the Board by December 31, 2016 of their retirement in 2017 under the previous terms of the county's personnel policy regarding accrual of leave during extended employment.

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

Move to approve Jim Noren's request to continue to accumulate leave during his period of extended employment per the memo sent to all county employees on June 7, 2016.



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:

10/25/2016

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: _____

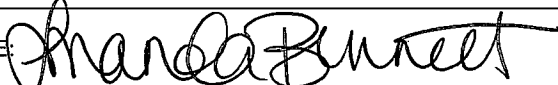
☐ OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): LTAC
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 10/6/2016
NARRATIVE OF REQUEST Please find attached the memo regarding the Lodging Tax Advisory Committee's FY2017 recommendations. The FY2017 contracts have also been prepared to reflect these recommendations.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve fy2017 Tourism Service Contracts as provided on memo from Amanda Bennett, Lodging Tax Advisory Committee Clerk, subject to adequate budget appropriations	



Pacific County

LODGING TAX ADVISORY COMMITTEE

MEMORANDUM

DATE: October 6, 2016

TO: Board of County Commissioners
Marie Guernsey, Clerk of the Board

FROM: Amanda Bennett, Confidential Secretary

RE: Recommendations for Lodging Tax Funding

During the Lodging Tax Advisory Committee's meeting on October 5, 2016 at 1 o'clock p.m. at the South County Administration Building, the recommendations for the fiscal year 2017 Lodging Tax were made as followed:

Ilwaco Charter Association	\$1,900
Water Music Festival	\$2,000
Pacific County Fair	\$1,000
Finnish American Folk Festival	\$1,000
Peninsula Saddle Club	\$1,425
Sunday Afternoon Live	\$2,500
World Kite Museum	\$24,566
Columbia Pacific Heritage Museum	\$21,500
PC Historical Society Museum	\$20,000
Northwest Carriage Museum	\$20,000
Willapa Harbor Chamber	\$24,533
Ocean Park Area Chamber	\$44,392
Tokeland North Cove Chamber	\$4,000
Pacific County EDC	\$8,550
Peninsula Visitor's Bureau	\$172,131
PC Sheriff's Office	\$10,000
PC General Administration	3% of time
Appelo Archives Center	\$4,675
Peninsula Visitor's Bureau Special Project	\$30,000

If you have further questions or require additional information, please let me know.

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Appelo Archives Center

Contract Reference: TDF106:AAC2017

THIS AGREEMENT is made by and between the Appelo Archive Center, 1056 State Route 4, Naselle, Washington 98638. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Four Thousand Six Hundred Seventy-Five Dollars (\$4,675) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2017 to assist with Tourism Promotion within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of Tourism Promotion of Pacific County. Tourism Promotion is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106. Signed this ___ day of (insert month and year) at (insert name of city), Washington."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Monday, December 15, 2017. Any invoices submitted after this date will not be paid.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

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

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

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

9. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2017 and will continue through the 31st day of December 2017, both dates inclusive, unless sooner terminated or extended as provided for herein.

10. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

11. **DISPUTE RESOLUTION:** Differences between the ORGANIZATION and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due ORGANIZATION shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive.

12. **GOVERNING LAW AND VENUE:** If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

13. **SEVERABILITY:** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

14. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the ORGANIZATION are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ORGANIZATION agrees to make them promptly available to the

COUNTY. If the ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION (a) of the request and (b) of the date that such information will be released to the requester unless the ORGANIZATION obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ORGANIZATION 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 ORGANIZATION to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ORGANIZATION for releasing records not clearly identified by the ORGANIZATION as confidential or proprietary. The COUNTY shall not be liable to the ORGANIZATION for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The ORGANIZATION agrees to hold harmless and indemnify the COUNTY for any third-party claims against the COUNTY for the ORGANIZATION'S failure to notify third-parties of a public record release or to obtain an injunction prohibiting public release of documents.

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

16. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to 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 parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

17. **REQUIRED REPORTING:** Pursuant to RCW 67.28.1816(2)(c)(i): All recipients must submit a report to the COUNTY describing the actual number of people traveling for business or pleasure on a trip:

- (A) Away from their place of residence or business and staying overnight in paid accommodations;
- (B) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- (C) From another country or state outside of their place of residence or their business.

The ORGANIZATION is also required to submit a final actual expenditure report by December 15, 2017 with the final voucher to receive full payment.

18. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY:

Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION:

Falon Hoven
1056 State Route 4
Naselle, WA 98638
Telephone: 360/484-7103
Fax:
Tax ID #80-0576752

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Appelo Archives Center

Board of County Commissioners
Pacific County, Washington

Print Name

Title

Chair

Signature

Date

Commissioner

ATTEST:

Commissioner

Print Name

Title

ATTEST:

Signature

Date

Clerk of the Board

Date

ATTACHMENT A: SCOPE OF WORK

2017 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Produced/Printed	3,600	\$1,242
Brochures Distributed/Mailed	3,600	\$833
Print Ads	7,200	\$2,600

**NOTE: ads must be placed in media more than 50 miles from Pacific County*

Total:	<u>\$4,675</u>
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RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Pacific County Commissioners
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:
10/25/2016

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

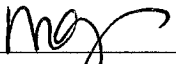
☐ OTHER: _____

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| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 10/18/2016
NARRATIVE OF REQUEST Open public hearing Swear in those wishing to comment/provide testimony Receive Engineer's Report Testimony for/against vacation RCW 36.87.060.... If the county road is found useful as a part of the county road system it shall not be vacated, but if it is not useful and the public will be benefited by the vacation, the county legislative authority may vacate the road or any portion thereof. Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve/Deny Road Vacation V-2016-01 vacating the following portions of County Road that portion of Upper Naselle Road No. 19690 beginning at the Northern entrance to Pacific County from Wahkiakum County (Pacific County Road No. 19690 mp 4.02) and continuing along the existing Upper Naselle Road right-of-way approx. 12,144 feet (Pacific County Road No. 19690 mp 6.3). Located in Section 31, Township 11 North, Range 8 West of W.M. and Section 25, Township 11 North, Range 9 West, W.M. and Section 36, Township 11 North, Range 9 West, W.M.	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS
RESOLUTION NO. 2016- 035

IN THE MATTER OF AUTHORIZING A PUBLIC HEARING TO CONSIDER
ROAD VACATION V-2016-01 – UPPER NASELLE ROAD

WHEREAS, RCW 36.87 allows for the vacation of a county road or any part thereof if it is considered useless; and

WHEREAS, a freeholders petition has been received and signed by Randy Lewis, Robert W. Tallman, and Barbara Lee Tallman in Pacific County; and

WHEREAS, the Board of Pacific County Commissioners direct that a public hearing be set on the 25th day of October, 2016, at the hour of 10:00AM or as soon thereafter as possible to consider either approval or denial of vacating the following described portions of road:

THAT PORTION OF UPPER NASELLE ROAD NO. 19690 BEGINNING AT THE NORTHERN ENTRANCE TO PACIFIC COUNTY FROM WAHIAKUM COUNTY (PACIFIC COUNTY ROAD NO. 19690 MP 4.02) AND CONTINUING ALONG THE EXISTING UPPER NASELLE ROAD RIGHT OF WAY APPROXIMATELY 12,144 FEET (PACIFIC COUNTY ROAD NO. 19690 MP 6.3). THIS PORTION OF ROADWAY IS LOCATED IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 8 WEST OF W.M. AND SECTION 25, TOWNSHIP 11 NORTH, RANGE 9 WEST, W.M. AND SECTION 36, TOWNSHIP 11 NORTH, RANGE 9 WEST, W.M.

NOW THEREFORE, BE IT HEREBY RESOLVED that the County Engineer examine the above described portions of road and report his opinion as to whether or not the portions of county road should be vacated and abandoned; and

BE IT FURTHER RESOLVED that said hearing to consider the vacation be published once a week for two consecutive weeks preceding the date fixed for hearing, in the county official newspaper and a copy of the notice shall be posted for at least twenty (20) days preceding the date fixed for hearing at that portion of county road proposed to be vacated or abandoned; and

BE IT STILL FURTHER RESOLVED that if after the hearing the Board finds that vacation of said portions of road be approved or denied, a Resolution of the Board be signed noting same.

DATED this 27th day of September, 2016.

ATTEST:

Marie Guernsey
Marie Guernsey
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe
Frank Wolfe, Chairman

Lisa Ayers
Lisa Ayers, Commissioner

Steve Rogers
Steve Rogers, Commissioner

REQUEST FOR VACATION OF COUNTY ROAD BY COMMISSIONERS

WHEREAS Upper Naselle Road has failed, cutting off access to Petitioner's properties and whereas Petitioners are the owners of all the homes directly served by the affected portion of the road and it appearing that Pacific County will be unable to re-open the road at any time in the future and it further appearing that the washed out portion of the road is useless to the County road system and to the public at large;

NOW THEREFORE, Petitioners Randy Lewis, Robert W. and Barbara Lee Tallman and Carlton Appelo, Trustee hereby request that the Pacific County Commissioners act under Pacific County Ordinance 96A and RCW chapter 36.87 to vacate the washed out portion of Upper Naselle Road.

Randy Lewis 8/5/2016 Robert W. Tallman 7-31-16
Randy Lewis Date Robert W. Tallman Date

Carlton Appelo Date

Barbara Lee Tallman
Barbara Lee Tallman Date

July 31, 2016