

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

**Wednesday, December 28, 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 (Items A-B)

- A)** Approve Rainbow Valley Landfill Claims Vouchers:
PUD No. 2 - \$81.54
Royal Heights Transfer Station Inc. - \$1,921.50
Dragon Analytical Laboratory- \$70
- B)** Approve regular meeting minutes of December 13, 2016

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.

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

2016-45

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
	11/23/16	UTILITIES	660	000	537	10	41	\$ 81.54

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 Pres. 12/2/16
 Signature Title Date

Reviewed by:

Faith Taylor 12/8/16
 Faith Taylor, Director Date
 Department of Community Development

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

 Chairman, Pacific County Board of Health

 Date

RECEIVED
 PACIFIC COUNTY

DEC 12 2016

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY

Account Number 19983

Page 1 of 1

Statement Date 11/23/2016



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

Billing Summary

Previous Balance	127.31
Payment Received 10/31/16	45.77 CR
Past Due Balance - Due Now	81.54
Current Charges Due By 12/21/16	54.15
Total Due	135.69

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


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	11/16/16	89016
Previous KWH Reading	10/17/16	88804
Total KWH Usage		212
Days Served	30	

Detail of Charges

212 kWh x 0.071200	15.09
Power Cost Adj @ 7%	1.06
Elec Basic Charge	21.00
Late Charge	17.00
Total This Service	54.15

MO	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16
Usage	400	512	509	541	510	423	196	159	119	124	102	137	212
Avg/Day	14	17	15	18	16	15	7	5	4	4	4	5	7

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	12/21/2016
Amount Due	135.69
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



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

2016-46

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.
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5114	12/2/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$1921.50

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

Larry Bale
Signature

PRES.
Title

12/2/16
Date

Reviewed by:

Faith Taylor
Faith Taylor, Director
Department of Community Development

12/9/16
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

RECEIVED
PACIFIC COUNTY

DEC 12 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

Invoice

DATE	INVOICE #
12/2/2016	5114

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

P.O. NUMBER	TERMS	DUE DATE	
	net 10	12/12/2016	
SERVICED	QUANTITY	DESCRIPTION	AMOUNT
12/2/2016	150,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	1,921.50
Balance Due			\$1,921.50

Date			
	<u>loads</u>		
11/1/2016			
2			
3			
4	4		
5			
6	1		
7			
8			
9			
10	3		
11			
12			
13	1		
14			
15	3		
16			
17			
18	2		
19			
20			
21	2		
22	1		
23			
24	1		
25	2		
26			
27			
28	3		
29	1		
30	1		
	25		
	<i>total gallons</i>		150000
		TOTAL	\$1,921.50

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

2016-47

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
16110-0211/10/16	12/11/16	WATER QUALITY TESTING	660	000	537	10	41	\$ 70.00

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

Larry Bale PRES. _____
 Signature Title

12/2/16
 Date

Reviewed by:

Faith Taylor
 Faith Taylor, Director
 Department of Community Development

12/8/16
 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

RECEIVED
 PACIFIC COUNTY

DEC 12 2016

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

Invoice

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

Invoice #

11/10/2016

161110-02

Bill To

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

Project #

P.O. #

Terms

SWPP

Net 30

Service Date	Qty	Item	Description	Rate	Amount
11/10/2016	1	Metals, Prep	Heavy Metals, Extraction	10.00	10.00
	1	Metals, Total	Heavy Metals, Total (Cu,Zn)	28.00	28.00
	1	pH	pH Electrometric, Water	12.00	12.00
	1	TURB	Turbidity	20.00	20.00

Thank you for your order, we appreciate your business.

Total \$70.00

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

B

PROCEEDINGS

9:00 AM
Tuesday, December 13, 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

Amanda Bennett, Deputy Clerk of the Board
Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Scott Johnson, Sheriff
Scott McDougall, Emergency Management Deputy Director
Dotsi Graves, Parks Manager
Paul Plakinger, Fiscal Analyst
James Worlton, Public Records Coordinator
Mary Goelz, Health & Human Services Department Director

GENERAL PUBLIC IN ATTENDANCE

Fran McNair, ORCAA Representative

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

PUBLIC COMMENT – None

CONSENT AGENDA (Item A)

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

Approve regular meeting minutes of November 22, 2016

MEETING CLOSED – 9:02AM

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)

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

**Wednesday, December 28, 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 HEARINGS *(held in the Commissioners Meeting Room unless otherwise noted)*

10:00 AM consider adoption of Ordinance No. 182

Call to Order

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

YEARS OF SERVICE

10 Years: Megan McNelly (Community Development)

CONSENT AGENDA (Items 1-9)

Health & Human Services Department

- 1) Approve increase of Amber Bunker, Public Health Nurse, to 0.8 FTE, effective January 1, 2017

Sheriff's Office

- 2) Approve Amendment A to Contract Number U16-018 with WA State Military Department pertaining to the All Hazards Alert Broadcast (AHAB) Warning Siren for the Ilwaco area; authorize Chair to sign

Juvenile Court Services

- 3) Approve increase of Shannon Pettit, Sr. Legal Assistant, to 1.0 FTE, effective January 1, 2017

Boards and Commissions

- 4) Approve the reappointment of Michael Spencer and Ann Steele to another two-year term on the Solid Waste Advisory Committee
- 5) Approve the reappointment of Mike Shults to another 6-year term on the Civil Service Commission

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.

General Business

- 6) Confirm letter signed by Chairman Wolfe re: EPA FY2017 Brownfields Assessment Grant Proposal
- 7) Confirm Professional Services Agreement for Facilitation Services with Kelly Rupp
- 8) Approve Vendor Claims Warrants Numbered 135124 thru 135234 in the amount of \$415,893.82
- 9) Approve continued meeting minutes of December 13, 2016

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 10) Consider approval of repair of backstop fencing at Bush Pioneer Park

ITEMS REGARDING COUNTY FAIR

- 11) Consider approval of the 2016-2017 Winter Storage Rental Agreement; authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 12) Consider approval of request to increase of Amber Bunker, Public Health Nurse, to 0.8 FTE, effective December 1, 2016
- 13) Consider approval of request to increase of Michelle Kemmer, Public Health Nurse, to 1.0 FTE, effective January 1, 2017
- 14) Consider approval of request to increase of Shelley Carter, Public Health Nurse, to 0.6 FTE, effective January 1, 2017
- 15) Consider approval of 2016-17 ASPR Preparedness Training Agreement with Region 3 Healthcare Preparedness Coalition; authorize Director to sign
- 16) Consider approval of Personal Service Contract with Kim Emmick, Registered Dietitian

ITEMS REGARDING ASSESSOR'S OFFICE

- 17) Consider approval of request to post, advertise, and fill vacant Administrative Asst. II position, Grade 9, 1.0 FTE

ITEMS REGARDING BOARDS & COMMISSIONS

- 18) Consider adoption of Resolution 2016-_____ re-establishing meeting dates/times for 2017 for the Noxious Weed Control Board
- 19) Consider appointment of Jim Sayce to the Pacific Mountain Workforce Development Council, effective immediately
- 20) Accept resignation of Patti Lignoski from the Human Services Advisory Board
- 21) Consider adoption of Resolution 2016-_____ amending the Pacific County Fair Advisory Board creation
- 22) Consider approval of Veterans' Assistance Fund Policies and Procedures

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ITEMS REGARDING GENERAL BUSINESS

- 23) Acknowledge intent to retire from Jan Wilson, North District Court Clerk, and consider approval of request to continue to accumulate leave during extended employment
- 24) Consider approval of Professional Services Agreement with Stantec Consulting Services, Inc. to provide grant assistance services
- 25) Consider approval of Memorandum of Agreement with WA State University Extension; authorize Chair to sign
- 26) Consider adoption of Resolution 2016-_____ amending the Personnel Policy, Rules, and Regulations specifically amending Section 4.12 Longevity, Exhibit 7.1 Management Wage Schedule, Exhibit 7.2 Management Job Classification Schedule and Exhibit 8 Job Descriptions
- 27) Consider approval of certification of time and effort documentation for the Department of Archaeology and Historic Preservation Grant
- 28) Consider adoption of Resolution 2016-_____ authorizing fiscal year 2016 budget category transfers

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 30) Consider adopting Zoning Ordinance No. 182

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

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12/28/16 mtg ③

Years of Service Report December 2016

Total Years of Service **10**

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Megan McNelly	12/11/2006	12/11/2006	MCNEM

Tuesday, October 4, 2016

Page 1 of 1

12/6/16 C: Lisa - KB

PACIFIC COUNTY

1

☐ New Employee / ☒ Change in Status Information

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

Employee Name: Amber Bunker Phone Number: _____

Physical Address: _____

Mailing Address (if different): _____

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

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

Driver's License #: _____ State: _____

Department/Office: Health

Position Title: PHN

Phone/Ext.: _____ Start Date: 1-1-2017

Union: Yes ☒ which? 367 C No ☐ Grade: 14 Step: 2

Monthly ☒ Hourly ☐ Pay Rate: \$ 3966.00 Exempt from Overtime: Yes ☐ No ☒

Position is:

Regular (1.00 FTE) ☒ Regular Part-Time ☒ 0.8 FTE Casual ☐ Temporary ☐ approx. end date: _____

Charge to BARS #: 118 . 350 . 562 . 00 . 10 (55 %)

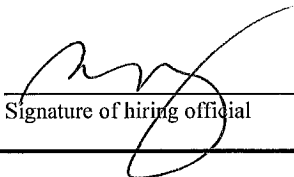
118 . 350 . 562 . 00 . 20 (45 %)

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

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

NOTE: Percentages must equal 100%.

In approved Budget

 _____
Signature of hiring official

12-19-17
Date

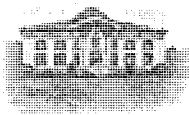
Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

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

L&I Code _____ SUTA Code _____ Yearly Hours _____



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

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

REQUESTED MEETING DATE:

12/28/2016

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

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 12/21/2016

NARRATIVE OF REQUEST

Request approval of Amendment to Inter-agency Agreement U16-018. This amendment deletes item 7 from Attachment 2 under detailed instructions, a statement that the siren installation will be more than 100 feet from a private residence.

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

Approve Amendment A to Contract Number U16-018 with WA State Military Department pertaining to the All Hazards Alert Broadcast AHAB Warning Siren for the Ilwaco area and authorize Chair to sign

Washington State Military Department AMENDMENT

1. CONTRACTOR NAME/ADDRESS: Pacific County Emergency Management Agency 300 Memorial Drive PO Box 101		2. CONTRACT NUMBER: U16-018	3. AMENDMENT NUMBER: A
4. CONTRACTOR CONTACT, PHONE/EMAIL: Scott McDougall (360) 875-9338 smcdougall@co.pacific.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Maximilian Dixon, (253) 512-7017 maximilian.dixon@mil.wa.gov	
6. TIN or SSN: 91-6001356	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 11.467 (NTHMP)	8. FUNDING SOURCE NAME/AGREEMENT #: NA15NWS4670024	
9. FUNDING AUTHORITY: Washington State Military Department and US Department of Commerce NOAA National Weather Service National Tsunami Hazard Mitigation Program (NTHMP)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: This amendment is to eliminate item 7 from Attachment 2, "AHAB Site Survey Information Template", under "Detailed Instructions" in the interagency agreement # U16-018.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Remove item 7 from Attachment 2, "AHAB Site Survey Information Template", under "Detailed Instructions" in the interagency agreement # U16-018.			
This Amendment is incorporated in and made a part of the Contract. Except as amended herein, all other terms and conditions of the Contract remain in full force and effect. Any reference in the original Contract or an Amendment to the "Contract" shall mean "Contract as amended". The Department and Contract acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT: <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> Richard A. Woodruff, Contracts Internal Control Officer Washington State Military Department		FOR THE CONTRACTOR: <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> Frank Wolfe Chair of the Pacific County BoCC	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		APPROVED AS TO FORM (if applicable): <div style="display: flex; justify-content: space-between;"> <div>Applicant's Legal Review</div> <div>Date</div> </div>	

Form Date: 10/27/00

AHAB SITE SURVEY INFORMATION TEMPLATE

Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location

1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.

7. Location will be a minimum of 100' from a private residence.



Documenting Installation Location:

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~1" exposed and painted white.

Requesting Underground Utility Check

1. Call the state-wide underground utility check number with the information collected above.
1-800-424-5555 <http://www.wucc.org/Intro.html>
2. Mark all utilities within a 50' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out 25' from the pole in one direction attached to 2 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:

1. The installation contractor will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. The pole installer will update the underground utility check prior to pole installation using the ticket number you provided.
3. Receiving jurisdiction is responsible to get power to the pole to include the application for power hookup.



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:

12/28/16

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ 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: Juvenile Court Services	DIVISION (if applicable): Superior Court
OFFICIAL NAME & TITLE: Scott L. Jacot, Juvenile Court Administrator	PHONE / EXT: 2253
SIGNATURE: 	DATE: 12/7/16
NARRATIVE OF REQUEST To approve the request of Shannon Pettit, 367C Union Member, to return to full time status from her previous voluntary reduction in hours starting on January 1st, 2017.	
RECEIVED PACIFIC COUNTY DEC - 8 2016 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve increase of Shannon Pettit, Sr. Legal Assistant, to 1.0 FTE, effective January 1, 2017, 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:

12/28/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 4

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE:

DATE: 12/20/2016

NARRATIVE OF REQUEST

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

Approve the reappointment of Michael Spencer and Ann Steele to another two-year term on the Solid Waste Advisory Committee



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:

12/28/16

AGENDA REQUEST FORM

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

Agenda Item #: 5

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: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE:

DATE: 12/16/2016

NARRATIVE OF REQUEST

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

Approve the re-appointment of Mike Shults to another 6-year term on the Civil Service Commissions



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:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

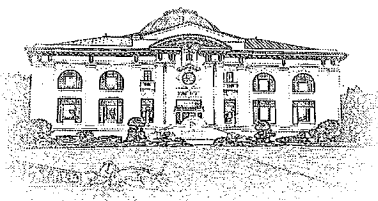
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| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

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: Board of County Commissioners	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guemsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/21/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm letter signed by Chairman Frank Wolfe re: EPA FY2017 Brownfields Assessment Grant Proposal	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

December 21, 2016

Ms. Susan Morales
EPA Region 10
1200 Sixth Avenue, Suite 900
Mailstop: ECL-112
Seattle, WA 98101

RE: EPA FY2017 Brownfields Assessment Grant Proposal

Dear Ms. Morales:

Pacific County and its Coalition Members (the Cities of Raymond, South Bend, Long Beach, Ilwaco and the Ports of Ilwaco, Chinook and Willapa Harbor) are pleased to submit this proposal for FY2017 Brownfield Assessment Grant funding. Below we provide the applicant information requested by EPA.

a. Applicant: Pacific County 1216 West Robert Bush Drive South Bend, WA 98586

b. Funding Requested: (i) Assessment; (ii) Coalition; (iii) \$600,000; (iv) \$300,000 Hazardous Substance and \$300,000 Petroleum

c. Location: Cities of Raymond, South Bend, Long Beach, and Ilwaco, Pacific County, Washington

d. Property Information for Site Specific Proposals: Not applicable.

e. Contacts:

(i) Kathy Spoor, County Administrative Officer & Risk Manager; (360) 875-9334; kspoor@co.pacific.wa.us; 1216 West Robert Bush Drive, South Bend WA 98586

(ii) Frank Wolfe, County Commissioner; (360) 875-9334; fwolfe@co.pacific.wa.us
1216 West Robert Bush Drive, South Bend, WA 98586

f. Population:

(i) Pacific County - 20,665

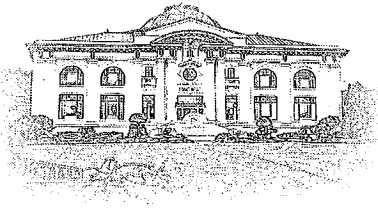
(ii) Not applicable. (Pacific County is a municipal form of government.)

(iii) The Coalition is not located in a county experiencing "persistent poverty" as defined in the EPA guidelines. Small Area Income and Poverty Estimates indicate poverty levels in Pacific County were 18.8% (2015) and decennial census data indicate poverty levels were 14.4% (2000) and 17.2% (1990).

g. Regional Priorities Form/Other Factors Checklist: The form/checklist are attached.

h. Letter from the State or Tribal Environmental Authority: A letter of acknowledgement from the Washington State Department of Ecology is attached.

To address the extraordinary level of community blight, the Cities of Raymond, South Bend, Long Beach and Ilwaco and the Ports of Ilwaco, Chinook and Willapa Harbor have formed a Coalition with Pacific County as the lead applicant. Established in 1851, Pacific County is located in the southwestern part of Washington State and includes all of the coalition members in its boundaries. Pacific County will manage the brownfields assessment project on behalf of the Coalition members who do not have in-house resources to develop a comprehensive brownfield program.



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

December 21, 2016

Page 2

The Coalition will use brownfield grant funding to inventory and assess sites within three economically distressed areas (presented in our grant application) that have been identified as redevelopment opportunity zones. Although a comprehensive brownfields inventory has not been completed, preliminary research conducted in support of this grant application identified 3,175 vacant or underutilized parcels in the cities of Raymond, South Bend, Ilwaco and Long Beach (the Target Area). Approximately 51% of these parcels are estimated to be brownfields due to historical commercial and industrial operations.

EPA grant funding will provide the resources required to make progress on site assessment and revitalization efforts throughout key commercial, industrial, downtown and waterfront districts that are vital to the health and livelihood of our small communities. Assessing brownfield sites throughout these core areas will allow the Coalition to identify better use of existing infrastructure and redevelop distressed/underutilized properties.

The Coalition partners have built strong partnerships with other public and private project partners in the region to build a more diversified and resilient economy where natural resources are used sustainably, downtowns and local businesses are vibrant, and quality of life supports residents and attracts tourists. Brownfield assessment activities will support these community visions by serving as a catalyst for redevelopment that will produce shovel-ready sites, improve vacancy rates of the existing facilities, provide new jobs for locals, generate new sources of tax revenue, and provide many other benefits for our small communities.

The Coalition appreciates the opportunity to collaborate with EPA and other project partners on this endeavor to achieve shared goals of improving economic and environmental conditions and building a sustainable future. We strongly believe the brownfield assessment project will bring tremendous opportunities to our distressed community.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman



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

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

REQUESTED MEETING DATE:

12/28/2016

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: Board of County Commissioners	DIVISION (if applicable): Personnel Policy
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/21/2016
NARRATIVE OF REQUEST At the request of Kelly Rupp and approval by the Prosecutor's Office and Risk Management, the Errors & Omissions clause was removed from the Contract (approved at your meeting of 12/13/2016)	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Professional Services Agreement for Facilitation Services with Kelly Rupp, Lead to Results, LLC, pertaining to the North Cove erosion area	

PROFESSIONAL SERVICES AGREEMENT
FOR FACILITATION SERVICES

This Agreement is made and entered into on this 13th day of December, 2016, by and between Pacific County, hereinafter referred to as the "COUNTY" and Kelly Rupp, Lead to Results LLC, P.O. Box 1130, Ocean Park, WA 98640, hereinafter referred to as "FACILITATOR."

WHEREAS, Pacific County is in need of a facilitator for meetings that are being conducted to address the erosion issue of Tokeland and North Cove; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. The COUNTY shall contract with the FACILITATOR for facilitation services for Willapa Erosion Community Action Now meetings with multi-jurisdictional agencies in an amount not to exceed \$5,000.00.
2. The FACILITATOR shall submit invoices on a monthly basis and shall be paid the following for services provided:
 - a. An hourly rate of \$30 (thirty dollars) to be billed in 15 (fifteen) minute increments.
 - b. Mileage shall be paid at the rate set by the WA State Office of Financial Management from 25410 Sandridge Road, Ocean Park, WA to the location of the WECAN meetings.
3. The FACILITATOR shall perform the work as contained in **Attachment A: Scope of Work** to this Agreement and incorporated herein, including respond to emails and phone calls in a timely manner and attend all meetings.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If litigation arises concerning the interpretation of any of the terms of this Agreement, venue for such litigation shall be in a court of competent jurisdiction in Pacific County.
5. The FACILITATOR shall perform this Agreement as an INDEPENDENT CONTRACTOR, and as such, shall have and maintain complete control over himself, all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.
6. The effective date of this agreement, regardless of the date of signing by all parties, shall be November 1, 2016.
7. **Termination of Agreement.** This agreement shall conclude on May 31, 2017 and may be extended for an additional year. Either party may terminate this agreement for good cause upon giving the other party 60-days' notice in writing.
8. This Agreement shall not be assignable without the written consent of the Board of Pacific County Commissioners.

9. NON-DISCRIMINATION IN SERVICES

The FACILITATOR agrees to provide equal opportunity in regard to the services to be provided. The FACILITATOR agrees that no person who works for the FACILITATOR or seeks employment with the FACILITATOR or otherwise falls under the ambit of this Agreement shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person. The FACILITATOR further agrees to comply with federal nondiscrimination and ADA guidelines and to follow all necessary requirements.

10. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the FACILITATOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the FACILITATOR agrees to make them promptly available to the COUNTY. If the FACILITATOR 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 FACILITATOR 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 FACILITATOR 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 FACILITATOR (a) of the request and (b) of the date that such information will be released to the requester unless the FACILITATOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the FACILITATOR 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 FACILITATOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the FACILITATOR for releasing records not clearly identified by the FACILITATOR as confidential or proprietary. The COUNTY shall not be liable to the FACILITATOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

11. INDEMNIFICATION/HOLD HARMLESS

A. Indemnification by Facilitator. To the fullest extent permitted by law, the FACILITATOR 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 FACILITATOR, its employees, agents or volunteers or FACILITATOR'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 Agreement; or 3) are based upon the FACILITATOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the FACILITATOR 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 FACILITATOR 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 FACILITATOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the FACILITATOR are a material inducement to COUNTY to enter into the Agreement, are reflected in the FACILITATOR's compensation, and have been mutually negotiated by the parties.

B. Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of FACILITATOR's indemnity obligations under the Agreement.

C. Survival of Facilitator's Indemnity Obligations. The FACILITATOR agrees all FACILITATOR's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

12. OWNERSHIP

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

13. SAVINGS AND SEVERABILITY

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

14. INSURANCE

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

- A. General Liability Insurance.** FACILITATOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow FACILITATOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. FACILITATOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- C. Automobile Liability Insurance.** FACILITATOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the FACILITATOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The FACILITATOR must name the COUNTY as an additional insured. The FACILITATOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that FACILITATOR's liability insurance policy shall so state.

15. AGREEMENT PROVISIONS

Payments due to the FACILITATOR under this Agreement are expressly conditioned upon the FACILITATOR's strict compliance with all insurance requirements under this Agreement. Payment to the FACILITATOR shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the FACILITATOR.

16. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all parties.

Lead to Results, LLC
Kelly Rupp, Managing Principal

Signature

Date

EIN # 93-1313797

Board of County Commissioners
Pacific County, Washington

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

APPROVED AS TO FORM

Prosecutor's Office

WSBA #

ATTEST:

Marie Guernsey, Deputy
Clerk of the Board

Date

**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, December 28, 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:

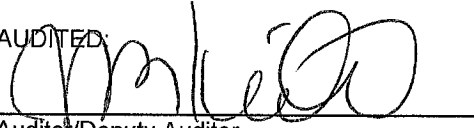
Vendors Claim Fund No. 692

135124 thru 135234 \$ 415,893.82

Warrants Dated: December 16, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

DEC 16 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

9

PROCEEDINGS

9:00 AM
Tuesday, December 13, 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

Amanda Bennett, Deputy Clerk of the Board
Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Scott Johnson, Sheriff
Scott McDougall, Emergency Management Deputy Director
Dotsi Graves, Parks Manager
Paul Plakinger, Fiscal Analyst
James Worlton, Public Records Coordinator
Mary Goelz, Health & Human Services Department Director

GENERAL PUBLIC IN ATTENDANCE

Fran McNair, ORCAA Representative

PUBLIC COMMENT - None

Presentation made by Fran McNair to Commissioner Rogers regarding his service on the ORCAA Board

CONSENT AGENDA (Items 1-7)

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 the hire of Faith Taylor-Eldred for vacant Engineering Technician,
1.0 FTE, Grade 10 Step 2, effective December 27, 2016**

**Approve the renewal of government purchasing account with Adobe Inc. and
authorize Computer Services Supervisor to sign**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

General Business

Approve verification certificates for North District Court Judge Betsy Penoyar, Superior Court Clerk Virginia Leach, Assessor Bruce Walker, Janet Anderson, Heidi Heywood, County Engineer Michael Collins and continuation certificates for Auditor/Registrar of Titles Joyce Kidd, Sheriff Scott Johnson, Commissioner Lisa Ayers and Commissioner Frank Wolfe
(Doug Goelz has chosen not to renew his verification certificate as he will not continue serving as Judge Pro Tem)

Approve Vendor Claims

Warrants Numbered 134870 thru 134930 in the amount of \$274,842.92

Warrants Numbered 134931 thru 135007 in the amount of \$277,413.76

Approve October, 2016 payroll

total employees: 176 total payroll: \$736,114.97

Approve regular meeting minutes of October 25, 2016, November 8, 2016 and Special Meeting minutes of October 31, 2016 and November 8, 2016

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve purchase thirty (30) Leyland Cypress trees from Pioneer West as best and most responsive for Bush Pioneer Park in the amount of \$1,445.68, purchase includes delivery, planting and sales tax, subject to adequate budget appropriations *(Other bids received were The Barn Nursery in the amount of \$1,024.80 and Nurserytrees.com in the amount of \$2,403.06)*

ITEMS REGARDING COUNTY FAIR

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

Approve the 2016-2017 Winter Storage Rental Agreements with Craig Fauver and Bill McGowan at the Pacific County Fairgrounds and authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve updated Pacific County 10-year Plan to end homelessness

Approve the Provider Agreement with Premera First, Inc. and authorize Chair to sign

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve the STOP Violence Against Women Formula Grant Program Agreement with Washington State Department of Commerce and authorize Sheriff to sign

Approve the State Homeland Security Program Grant Contract #E17-068 with Washington State Military Department in the amount of \$14,097.00 and authorize Chair to sign

ITEMS REGARDING BOARDS & COMMISSIONS

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

Appoint John Bageant to fill vacant position on the Veterans Advisory Board effective immediately

ITEMS REGARDING GENERAL BUSINESS

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

Approve the Professional Services Agreement for Facilitation Service with Kelly Rupp to coordinate and facilitate outreach with individuals and agency stakeholders concerning the erosion of the North Cove Area, not to exceed \$5,000.00

Adopt Resolution 2016-046 regarding budget category transfers

Approve the Professional Services Agreement with Stantec Consulting Services, Inc. to provide grant assistance services-DEFERRED

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

Approve the Public Official Bond for Lisa Olsen; effective January 1, 2017

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Accept Perpetual Non-Exclusive Storm Water System Easement from Tides West Community Club, Inc. for a stormwater easement in the 194th area

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve Letter of Agency and Carrier Notification Change in 911 Services with Washington State Military Department; authorize Chair to sign

Approve purchase of a livescan system from Crossmatch Technologies in the amount of \$14,134.12 subject to adequate budget appropriations and authorize Chair to sign

ITEMS REGARDING GENERAL BUSINESS

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

Approve Vendor Claims, Warrants Numbered 135008 thru 135123 in the amount of \$284,155.00

EXECUTIVE SESSION- None

PUBLIC HEARING – 10:00AM

ATTEND: Chairman Frank Wolfe, Commissioner Lisa Ayers, Commissioner Steve Rogers, County Administrative Officer Kathy Spoor, Public Works Director/County Engineer Mike Collins, Public Records Coordinator James Worlton, Fiscal Analyst Paul Plakinger, Community Development Director Tim Crose, PCEMA Director Scott McDougall, Clerk of the Board Marie Guernsey

Chairman Wolfe opened the closed record hearing.
Tim Crose was sworn in and provided the staff report.

Chairman Wolfe closed the hearing.

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

Adopt Zoning Ordinance No. 178 and repeal Ordinance No. 162

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PUBLIC HEARING – 10:00AM

ATTEND: Chairman Frank Wolfe, Commissioner Lisa Ayers, Commissioner Steve Rogers, County Administrative Officer Kathy Spoor, Public Works Director/County Engineer Mike Collins, Public Records Coordinator James Worlton, Fiscal Analyst Paul Plakinger, Community Development Director Tim Crose, PCEMA Director Scott McDougall, Clerk of the Board Marie Guernsey

Chairman Wolfe opened the closed record hearing.
Paul Plakinger and Kathy Spoor were sworn in.
Paul Plakinger provided staff report.
Kathy Spoor provided report on negotiations.

Chairman Wolfe closed the hearing.

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

Adopt FY2017 Budget

Adopt Resolution 2016-047 in the matter of declaring a substantial need for purposes of setting the limit factor for the property tax levy for 2017

Adopt Resolution 2016-048 in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy

Adopt Resolution 2016-049 in the matter of county-related real and personal property tax levies for collection in 2017

Adopt Resolution 2016-050 in the matter of adopting the fy2017 Pacific County Budget, including the 2017-2022 Comprehensive Transportation Improvement and 2017 road construction programs, the 2017-2022 capital improvement plan for parks and recreation, and the 2017-2022 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2017 salaries for Pacific County's elected Officers and judges

Continue meeting to December 20, 2016 at 10:00AM or shortly thereafter for the purpose of considering appointment to the vacant South District Court Judge position and any other business that may come before the Board.

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

OTHER BUSINESS FOR FILING

Certificate of Liability Insurance dated February 11, 2016 for the Boys & Girls Club of the Long Beach Peninsula

Letter from State of Washington Governor's Committee on Disability Issues and Employment dated September 16, 2016- *no action taken by Board of County Commissioners*

Notice from State of Washington Department of Ecology dated November 16, 2016 regarding Notice of Creation of Trust Water Rights

Copy of WorkFirst-Children with Special Needs- Addition to Special Terms and Conditions Contract #1563-39128 Amendment No. 01 with Washington State Department of Social and Health Services Department dated November 16, 2016

Certificate of Coverage dated November 21, 2016 for Wahkiakum County regarding contract for grant naming Pacific County as additional insured

Email dated November 25, 2016 from David Cowell regarding his home being broken into, items stolen, suspects and his contact with the Sheriff's Office

Email dated November 27, 2016 from Douglas Bagaason regarding mud on Smith Creek Road

Copy of letter sent to Bradley Rodgers dated November 28, 2016 regarding the approval of the Facility Use Application for the use of the Courthouse rotunda on December 9, 2016 from 12:00pm to 1:00pm

Email dated November 29, 2016 from Kathy Spoor to David Cowell to inform him his complaint was referred to the Grays Harbor Sheriff's Office for investigation to ensure unbiased review

Notice from Washington State Service Corps dated November 30, 2016 regarding Risk Assessment review of AmeriCorps program review for the Sheriff's Office

Email dated December 7, 2016 from Nathan Lubliner of Washington State Department of Ecology regarding draft Zostera Japonica Management on Commercial Clam Beds in Willapa Bay General Permit Modification Review and Comment

Email dated December 12, 2016 from Megan McNelly regarding change of retirement date from January 25, 2017 to January 31, 2017 for Monte Givens

Email dated December 12, 2016 from Shawn Humphreys regarding Bay Center shellfish growing area



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:
12/28/2016

AGENDA REQUEST FORM

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: _____

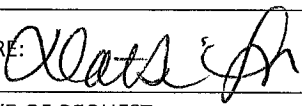
☐ Legal Required

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: DEPT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: DECEMBER 16, 2016
NARRATIVE OF REQUEST Parks Department requested bids for repair of backstop fencing at Bush Pioneer Park. Seven businesses were contacted, with only one responding. The Parks Department requests approval for bid from Bear Power in the amount of \$2,776.43, which includes sales tax.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve repair of backstop fencing at Bush Pioneer Park by Bear Power in the amount of \$2,776.43, including sales tax, subject to adequate budget appropriations	

d graves & co. pacific wa, us



BEAR POWER

P.O. Box 371

Ilwaco, WA 98624

Phone/Fax (360) 642-3347

WA Contr. Lic. # BearP**035DC OR Lic. 170030

Over
25 Years
Experience

FENCING: Chain Link • Wood
Residential • Commercial • Industrial

Cost 2571.43

Permit _____

Tax 205.71

TOTAL 2776.43

Down Payment _____

Terms _____

Phone 360-942-8062 Date 6/30/16

Job Name Bay Center Backstop

Job Location Bay Center

Name Dept Public Works

Street _____

City, Street & Zip Code _____

Height 10'

O.A. Length 30

Gates NO-gates

Gates ☐

Chain Link ☐

Slat ☐

Vinyl ☐

11 Ga. ☐

9 Ga. ☒

11 1/2 Ga. ☐

Top Rail ☐

1 3/8" ☐

1 5/8" ☐

Post Line Term Gate

O.D. _____

Type _____

Clearing By _____

Customer ☐

BP ☐

Fence To:

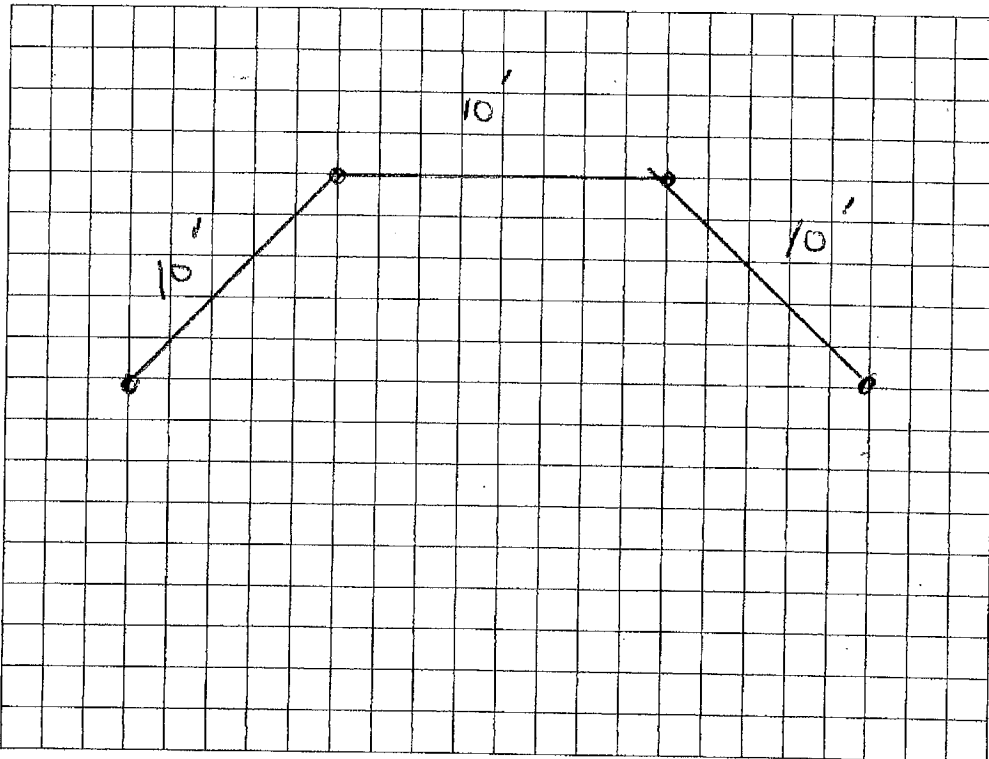
Follow Contour ☐

Straight ☐

Special Tools _____

WE PROPOSE TO 3-sided backstop 10' panels w 45° angle.

Straight Sides no-angled roof included



APPROVAL SHOULD BE OBTAINED BY CUSTOMER IF ATTACHMENT IS TO BE MADE TO NEIGHBOR'S FENCE
YOU, THE OWNER, OR AGENT, ARE RESPONSIBLE FOR A CLEARED AND STAKED PROPERTY LINE. Furnish locations and character of any underground wires, pipes, sewers, conduits or obstructions which might interfere with or be damaged by BEAR POWER or be the cause of injury or damage. This contract does not include any Grading, Surveying, nor the removal of any fence or shrubs unless specified in the above proposal. In the event fence lines are NOT PREPARED, a \$75.00 trip fee will be charged to the customer's account. If payment is not made as set forth above, SERVICE CHARGES shall be added to the unpaid balance and shall be computed by a single periodic rate of 1-1/2% per month which is an annual percentage rate of 18% per annum. If services of an attorney are required for collection, all such fees will be added to the purchasers account.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.
PROPOSAL VALID FOR 30 DAYS FROM DATE SIGNED.

BEAR POWER

BY _____

Byron J. Shaffer

BUYER _____

DATE 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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

12/28/2016

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: DECEMBER 16, 2016

NARRATIVE OF REQUEST

The Fair respectfully requests the Board of County Commissioners' approval and signature for the 2016-17 Winter Storage Agreement with Todd Strozyk.

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

Approve 2016-2017 Winter Storage Rental Agreement with Todd Strozyk and authorize Chair to sign

**PACIFIC COUNTY FAIRGROUNDS
2016-17 WINTER STORAGE RENTAL AGREEMENT**

This Storage Rental Agreement is made this _____ day of _____, 201__ by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and

(RENTER)

Todd Staszuk 360 942-7914
Print Name Contact Phone #
P.O. Box 775 South Bend WA 98586
Mailing Address City State ZIP

VEHICLE/EQUIPMENT BEING STORED:

2006 Service
Vehicle Year Vehicle Make Vehicle Model
White
Vehicle License State Length Color

PROOF OF INSURANCE RECEIVED: YES

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: NO

BUILDING STORED: Commercial Bldg

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY

- A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
- B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER's stored property to other locations within the premises, at LANDLORD's sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM

The term of this Rental Agreement shall commence on October 1, 2016 and shall end on April 30, 2017.

4. ALTERATION/MAINTENANCE

RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE

RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN

- A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
- B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.

7. ABANDONMENT

In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES

RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER's needs.

9. ACCESS TO PREMISES

- A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
- B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of \$50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE

RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following scheduled:

- ☐ Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2015-019 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance

11. LIABILITY INSURANCE

- A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
- B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
- C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
- D. RENTER shall, at RENTER's sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

12. CASUALTY

In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of RENTER, RENTER's licensees or invitees.

13. DEFAULT

The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD's option, take any of the following actions:

- A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
- B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.
- C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER's property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

14. ATTORNEY'S FEES

In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney's fees as may be determined by the court.

15. GOVERNING LAW AND VENUE

It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS

Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVERABILITY

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

Todd Strong 1/28/16
RENTER DATE

[Signature] 1/28/16
COUNTY SIGNATOR DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	14491
Insurance Certificate Received	Yes
Total Paid	\$175
Building Stored	Commercial Bldg



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:

12/27/16

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

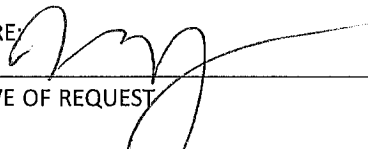
☐ Legal Required

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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12/19/16
NARRATIVE OF REQUEST Request the Board approve an increased FTE from 0.7 to a 0.8 FTE for Amber Bunker effective December 1, 2016. This change was necessary to cover the school nurse time needed for a contract with Ocean Beach School District. The funding to cover this increase was in the approved budget and is included in the approved budget for 2017. No supplemental will be needed.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve increase of Amber Bunker, Public Health Nurse, to 0.8 FTE, effective December 1, 2016, subject to adequate budget appropriations	



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98586 Phone 360/875.9337 * Fax 360/875.9335

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

12/27/2016

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ 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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12/19/16
NARRATIVE OF REQUEST <p>Request the Board approve a change in the FTE for Michelle Kemmer, PHN from the approved 2017 budget. The FTE for Michelle is 0.8 FTE in the approved budget. Due to the fact that we have determined we will delay the hiring of another PHN temporarily we are in need of increased nursing time in order to cover the contract agreement with Ocean Beach School District. We are proposing increasing Michelle to a 1.0 FTE from the approved 0.8 FTE until such time that we decide to fill the additional PHN position. The funding is included in the approved 2017 budget and no additional supplemental funding will be necessary.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p>Approve increase of Michelle Kemmer, Public Health Nurse, to 1.0 FTE, effective January 1, 2017, subject to adequate budget appropriations</p>	



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

12/27/2016

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: _____

☐ 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: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

DATE: 12/19/16

NARRATIVE OF REQUEST

Request the Board approve a change in the FTE for Shelley Carter, PHN from the approved 2017 budget. The FTE for Shelley is 0.5 FTE in the approved budget. Due to the fact that we have determined we will delay the hiring of another PHN temporarily we are in need of increased nursing time in order to cover the contract agreement with Ocean Beach School District. We are proposing keeping Shelley at a 0.6 until such time as we hire an additional PHN. The funding is included in the approved 2017 budget and no additional supplemental funding will be necessary.

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

Approve increase of Shelley Carter, Public Health Nurse, to 0.6 FTE, effective January 1, 2017, 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:

12/28/16

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

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director

PHONE / EXT: 2644

SIGNATURE: *M. P. Goelz*

DATE: 12/19/16

NARRATIVE OF REQUEST

Request the Board approve and sign a training agreement with the Region 3 Health Care Preparedness Coalition to provide training funds for staff to attend a Partners in Emergency Preparedness and the Region 3 Health Care Coalition meetings. This funding was not included in the adopted budget for 2017 and will need a supplemental budget.

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

Approve the 2016-17 ASPR Preparedness Training Agreement with Region 3 Healthcare Preparedness Coalition and authorize Director to sign

Name of Contractor: Region 3 Health Care Preparedness Coalition

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
2016-17 ASPR Preparedness Training Agreement

☐ **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):

This funding will assure staff the ability to participate fully in the Region 3 coalition meetings and attend the Partners in Emergency training

TOTAL COST/AMOUNT (include sales & use tax): \$3,050.00

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 ____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:

Region 3 Healthcare Preparedness Coalition

2016-17 ASPR PREPAREDNESS TRAINING AGREEMENT

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

GRANTEE NAME & ADDRESS:

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

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

PERIOD OF PERFORMANCE: The period of performance under this agreement shall be from **July 1, 2016 through June 30, 2017**. GRANTEE may bill for training activities conducted before this agreement was signed. Any grant monies not spent during the specified period of performance shall be forfeited and returned to WREMS.

CONSIDERATION: **Pacific County Health & Human Services** shall use a total of **\$3,050.00** in 2016-17 federal funding for the amounts specified for employees to attend the following:

- 1) Partners in Emergency Preparedness Conference – Wages & Travel **(\$1,250.00)**
- 2) Region 3 Healthcare Coalition Meetings – Wages & Travel **(\$1,800.00)**

Federal funding for this agreement was received by WREMS through the Department of Health & Human Services Assistant Secretary for Preparedness & Response, OMB **Catalogue of Federal Domestic Assistance Number (CFDA): 93.889**. GRANTEE agrees to comply with all applicable rules and regulations associated with these funds.

For Reimbursement GRANTEE must submit:

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

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

WREMS

Pacific County Health & Human Services

Anne Benoist, Executive Director

Date

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:

12/28/16

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

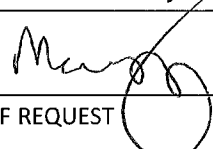
☐ Legal Required

DISTRIBUTION LIST:

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| <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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12/20/16
NARRATIVE OF REQUEST Request the Board approve and sign a contract with Kim Emmick to provide registered dietitian services in the WIC (Women, Infant and Children) program in the Long Beach office. This has been an advertised position since 2012. We have been attempting to fill the vacant Union position since that time. We are currently providing this service through a pilot project, contracting with an RD to provide visits through a go to meeting system. This has been included in the adopted 2017 budget and will be effective as of 1/1/17	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Personal Service Contract with Kim Emmick, Registered Dietitian, effective January 1, 2017, subject to adequate budget appropriations	

Revised 8/2015
Exhibit A to Resolution No. 2010-013

**PERSONAL SERVICE CONTRACT
FOR
Registered Dietitian**

THIS CONTRACT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and KIM EMMICK, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires that the CONTRACTOR perform and provide certain personal services which require specialized skills and abilities; and

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the personal services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Contract.

CONTRACTOR responsibilities shall include the following:

1. Meets or exceed the recommended staffing requirements for the Registered Dietitian position as stated in the State WIC Manual or be granted a waiver by the State WIC program.
2. Be available to provide comprehensive, culturally competent, clinical assessments for clients and referrals as needed. CONTRACTOR will follow all policies and practices established by the Washington State WIC Program and the COUNTY.
3. Respect agency confidentiality, including procedures for keeping records, for processing consent forms, and for limiting legal liability.
4. Maintain compliance with all requirements in order to carry out the duties of a Registered Dietitian.
5. Maintain certification with regards to the State of Washington Registered Dietitian Certification requirement.
6. Provide the COUNTY documentation of clients seen, assessments completed, interventions, and intervention outcomes using WIC/CIMS and other County forms as needed.
7. Attend trainings and staff meetings as directed by the COUNTY Department of Health and Human Services Director.
8. The CONTRACTOR shall complete monthly time and billing reports by the 5th of the month following service.

9. The CONTRACTOR shall complete the required time studies according to WIC guidelines.

II - NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS

The services to be furnished under the terms of this Contract shall be performed by the CONTRACTOR and shall not be assigned, delegated, or subcontracted in whole or in part. No one other than the CONTRACTOR shall perform the services under this Contract without the express written consent of the COUNTY.

The CONTRACTOR shall document hours of professional services to COUNTY Department of Public Health and Humans Services Director.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinabove.

III - DURATION OF AGREEMENT

The terms of this Contract shall be deemed to have become effective the _____ day of _____ and continue until such time either party desires to terminate this Contract. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of thirty (30) days prior to termination of this Contract.

IV - COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall compensate the CONTRACTOR for the services performed under this Contract as follows:

The COUNTY agrees to pay the CONTRACTOR at the rate of \$40.00 per hour for contract services rendered.

The COUNTY agrees to pay the CONTRACTOR mileage at the current IRS rate based on the following conditions:

1. Mileage from residence to nearest health department will not be paid if less than 30 miles one-way.
2. Hourly rate for direct services time.
3. Mileage beyond 30 miles from residence to nearest Health Department will be paid. (Example: Home to health department 40 miles one way, 10 miles would be paid)

The COUNTY shall reimburse the CONTRACTOR for travel, lodging, tuition, meals and expenses associated with trainings when the COUNTY Department of Health and Human Services Director mandates attendance.

The COUNTY shall pay the CONTRACTOR by the 30th of the month following service.

The CONTRACTOR agrees that it is an independent contractor with the COUNTY, and not an employee of the COUNTY. The CONTRACTOR hereby agrees not to make any representations to any third party,

nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Contract.

The COUNTY agrees to pay up to THREE HUNDRED DOLLARS (\$300.00) annually toward CONTRACTOR'S cost of professional liability insurance. The CONTRACTOR shall provide proof of such upon execution of this contract. Should the CONTRACTOR end services prior to the year covered by the insurance the CONTRACTOR agrees to reimburse the COUNTY a prorated amount of liability insurance based on number of months left on policy (prorated amount will be based on total cost of policy divided by the remaining months left on the policy).

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

V - COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of this Contract, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Contract to assure quality of services.

VI - NON DISCRIMINATION IN SERVICE

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

VII - INDEMNIFICATION/HOLD HARMLESS

In accepting this Contract, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omissions(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

VIII- LIABILITY

The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The

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

IX - TERMINATION

If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract.

In addition, either party may terminate this Contract by giving fifteen (15) days' notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address. If this Contract is terminated, the COUNTY shall be liable for payment prior to the effective date of termination.

X – ATTORNEY'S FEES/COST OF SUIT 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.

1. Disputes

Differences between CONTRACTOR 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 CONTRACTOR 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, subject to her right to seek judicial relief pursuant to Section 10 b.

2. Choice of Law, Jurisdiction and Venue

- a. 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.
- b. Any legal proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

3. Severability

- a. 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.
- b. 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.

- c. 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.

XI – PUBLIC RECORDS ACT

This AGREEMENT and all public records associated with this AGREEMENT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this AGREEMENT, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Please be aware that a public record remains a public record and needs to be recoverable, even if it is on your personal smart phone or in a box in your garage.

XII – DEBARMENT CERTIFICATION

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Contract by the County.

XIII - ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties.

XIV – NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this _____ day of _____, 2016.

CONTRACTOR

Kim Emmick
SS # _____

BOARD OF COMMISSIONERS PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairperson

Steve Rogers, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM

Prosecutor's Office WSBA #

ATTEST

Marie Guernsey Date
Clerk of the Board



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

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

REQUESTED MEETING DATE:

12/28/2016

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ 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
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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: ASSESSOR'S OFFICE

DIVISION (if applicable):

OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR

PHONE / EXT: EXT. 2208

SIGNATURE: *Bruce Walker*

DATE: 12-22-16

NARRATIVE OF REQUEST

REQUEST TO POST, ADVERTISE & FILL THE VACANT ADMIN ASSIST II/PERSONAL PROPERTY ADMINISTRATOR.
THIS IS A GRADE 9 STEP 1 (FTE)

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

Approve request to post, advertise, and fill vacant Administrative Asst. II position, Grade 9, 1.0 FTE,
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:

12/27/16

AGENDA REQUEST FORM

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

Agenda Item #: 18

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:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Vegetation Mgmt</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt - Director</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE: <u>Jeff Nesbitt</u>	DATE: <u>12/15/16</u>
NARRATIVE OF REQUEST <u>Requesting BOCC approval of proposed 2017 meeting schedule for Noxious Weed Control Board. Also requesting change of official meeting time from 7:00 pm to 5:00 pm.</u> <u>- Public Hearing/Regular meeting → 2/8/17 (5:00 pm) @ 1216 Robert Bush Drive, South Bend</u> <u>- Regular Meetings → 6/13/17, 9/12/17, 12/12/17 @ 410 Quincy ST, South Bend (5:00 pm)</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <u>Adopt Resolution 2016-_____ re-establishing meeting dates/times for 2017 for the Noxious Weed Control Board</u>	

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

RESOLUTION NO. 2016-_____

**IN THE MATTER OF RE-ESTABLISHING REGULAR MEETING
DATES/TIMES FOR THE PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD**

WHEREAS, in the establishment of a regular schedule of meetings, the Pacific County Noxious Weed Control Board (hereinafter referred to as Weed Board) has reviewed State Statute and internal policy and finds the following to be the facts:

IT IS HEREBY RESOLVED that the following schedule of meetings for the Pacific County Weed Board is hereby adopted and set; and the Director of Vegetation Management is directed to give legal and proper notice of the schedule.

1. The Weed Board shall conduct a public hearing on February 8, 2017, at 5:00 P.M., or as soon thereafter as possible, at 1216 West Robert Bush Drive, in South Bend, WA.
2. The Weed Board shall also conduct regular meetings on June 13, September 12, and December 12, 2017, at 5:00P.M., or as soon thereafter as possible, at 410 Quincy Street, in South Bend, WA.
3. All public hearing and regular meeting shall be held in accordance with RCW 42.30 the Open Public Meetings Act
4. It is the intention of the Weed Board to cancel any meeting, special, or workshop that falls on a legal holiday or that may conflict with another meeting in which the Director may be scheduled to appear or participate.
5. It is the intention of the Weed Board to give notice of any special meeting not set by this resolution or of a continuation of any meeting set by this resolution. Said notice to be given pursuant to and in compliance with the Open Public Meetings Act as specified in RCW 42.30.
6. Final disposition will not be taken at a special session on any matter unless the required twenty-four (24) hour notice of the issue is provided before the session as specified in RCW 42.30.

IT IS HEREBY FURTHER RESOLVED that Resolution 2016-004 is hereby rescinded.

ADOPTED AND SIGNED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-004

IN THE MATTER OF ESTABLISHING REGULAR MEETING
DATES/TIMES FOR THE PACIFIC COUNTY WEED BOARD

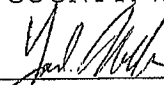
WHEREAS, in the establishment of a regular schedule of meetings, the Pacific County Weed Board has reviewed State Statute and internal policy and finds the following to be the facts:

IT IS HEREBY RESOLVED that the following schedule of meetings for the Pacific County Weed Board is hereby adopted and set; and the Director of Vegetation Management is directed to give legal and proper notice of the schedule.

1. The Pacific County Weed Board shall meet the 2nd Tuesday of every third month beginning March 8, 2016, at 7:00 P.M., or as soon thereafter as possible, at 410 Quincy Street in South Bend, WA, unless it is a legal holiday (*RCW 1.16.050*), in which case the meeting will occur the next day at the regular scheduled hour (*unless canceled*).
2. It is the intention of the Weed Board to cancel any meeting, special, or workshop that falls on a legal holiday or that may conflict with another meeting in which the Director may be scheduled to appear or participate.
3. It is the intention of the Weed Board to give notice of any special meeting not set by this resolution or of a continuation of any meeting set by this resolution. Said notice to be given pursuant to and in compliance with the Open Public Meetings Act as specified in RCW 42.30.
4. Final disposition will not be taken at a special session on any matter unless the required twenty-four (24) hour notice of the issue is provided before the session as specified in RCW 42.30.
5. This resolution shall become effective the 1st day of February, 2016.

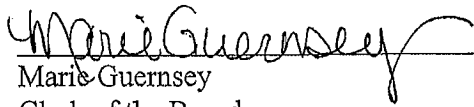
ADOPTED AND SIGNED this 9th day of February, 2016.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Frank Wolfe, Chairman

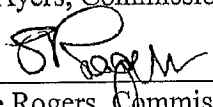
ATTEST:



Marie Guernsey
Clerk of the Board



Lisa Ayers, Commissioner



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:

12/28/2016

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: _____

DISTRIBUTION LIST:

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| <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: Board of County Commissioners

DIVISION (if applicable): Boards/Commission

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

PHONE / EXT:

SIGNATURE:

DATE: 12/28/2016

NARRATIVE OF REQUEST

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

Approve the appointment of Jim Sayce to the Pacific Mountain Workforce Development Council, effective immediately



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:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/16/2016

NARRATIVE OF REQUEST

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

Accept resignation of Patti Lignoski from 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:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item#: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ 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: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/20/2016

NARRATIVE OF REQUEST

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

Adopt Resolution 2016-_____ amending the Pacific County Fair Advisory Board creation and rescinding Resolution 2012-004

RESOLUTION NO. 2016-_____

**A RESOLUTION AMENDING THE PACIFIC COUNTY FAIR
ADVISORY BOARD CREATION AND RESCINDING RESOLUTION 2012-004**

WHEREAS, Chapter 15.76.120 (2), RCW allows each county in the state to hold one “county fair” under the direct control and supervision of the county commissioners of that county which may become eligible for state allocations; and

WHEREAS, Chapter 36.37.040, RCW authorizes a board of county commissioners to appropriate and expend each year such sums of money as it deems advisable and necessary for (1) acquisition of necessary grounds for fairs, (2) construction, improvement and maintenance of buildings thereon, (3) payment of fair premiums, and (4) general maintenance of such fairs. This chapter further allows a board to authorize the county auditor to provide a revolving fund to be used by fair officials or designate a nonprofit corporation as the exclusive agency to operate and manage such fairs, and

WHEREAS, it is the desire of the Board of Pacific County Commissioners to clarify the structure of the Pacific County Fair, board membership, roles and responsibilities, and other sections pertaining to the Fair Advisory Board; now therefore,

BE IT HEREBY RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, that the Pacific County Fair Advisory Board be formalized as follows:

SECTION 1: FAIR ADVISORY BOARD CREATION: There is hereby created a Fair Advisory Board within Pacific County consisting of nine (9) members.

SECTION 2: MEMBERSHIP: The Fair Manager and Pacific County’s Chair Educator or representative of WSU Extension Service will serve as ex-officio members, in addition to seven (7) members appointed by the Board of Pacific County Commissioners from persons interested in fair activities. Fair Advisory Board positions will be considered at-large positions, with consideration given to representing as many areas of Pacific County as possible. Ex-officio members will serve in a non-voting capacity.

If a vacancy occurs, Pacific County will provide copies of Fair Advisory Board Applications to the Fair Manager to be distributed to the Fair Advisory Board members for their review. Recommendations from the Fair Advisory Board or the Fair Manager may be submitted to the Board of Pacific County Commissioners.

SECTION 3: TERMS OF OFFICE: The terms for all members of the Pacific County Fair Advisory Board shall begin the first day of October and terminate the last day of September, unless successors have not been qualified and appointed, in which case, the members shall continue in office until successors are qualified and appointed for the balance of the next succeeding term. Appointment terms shall be for three (3) years and on a staggered basis.

SECTION 4: DISMISSAL: During the year, October to September, members are not to be absent more than two regular meeting or more than three consecutive meetings without prior notice to one of the Fair Advisory Board Officers or Fair Manager. Violation of this section will be grounds for dismissal from the Pacific County Fair Advisory Board except under extenuating circumstances, of which dismissal can be waived at the recommendation of the Fair Advisory Board to the Board of Pacific County Commissioners.

SECTION 5: OFFICERS: There shall be a Chair, Vice Chair and Recording Secretary selected by the Pacific County Fair Advisory Board from its membership at each Annual Meeting. Vacancies shall be filled by selection of a new officer at the next regular meeting.

Chair: The Chair will preside at all meetings and call special meetings as needed.

Vice Chair: The Vice Chair will serve as Chair when the Chair is absent or unable to perform his/her duties.

Recording Secretary: The Recording Secretary will prepare agendas, minutes and provide any public notice as required. The Recording Secretary will provide copies of these documents and approved minutes to the Board of Pacific County Commissioners Office.

SECTION 6: MEETINGS: The proceedings of the Pacific County Fair Advisory Board shall be governed by the provisions of the "Open Public Meetings Act" (Chapter 42.30 RCW) and operated following Roberts Rules of Order. Four (4) voting members shall constitute a quorum for transaction of Pacific County Fair Advisory Board business.

Regular: There shall be a regular monthly meeting of the Pacific County Fair Advisory Board. The place and time of the regular monthly meeting will be determined by the Pacific County Fair Advisory Board and public notice of such provided.

Annual: The regular October meeting will be the Pacific County Fair Advisory Board's Annual Meeting.

Special: Special Pacific County Fair Advisory Board meetings may be held provided at least twenty-four (24) hours advance notice is furnished to each member. The Recording Secretary will be responsible for furnishing notice to the local news media and facilitating posting on the County's website.

Workshops: Workshops will be scheduled on an as needed basis with proper notification to media and posting on the Fair Office door.

SECTION 7: FAIR ADVISORY BOARD DUTIES: The Pacific County Fair Advisory Board is charged with the following duties in accordance with County and Fair Advisory Board policies, regulations, and procedures as adopted by the Board of Pacific County Commissioners:

- 1) Develop policies and procedures to govern the orderly conduct of the annual event commonly known and referred to as the Pacific County Fair and submit the same to the Board of Pacific County Commissioners for approval.

- 2) Along with the Fair Manager, coordinate and promote the Pacific County Fair and any other such events approved by the Board of Pacific County Commissioners.
- 3) Provide direction as described by Fair policies and procedures to the Fair Manager on matters relating to the production of the Pacific County Fair.
- 4) Assist the various Fair constituencies to ensure quality exhibits and programs and to encourage citizen participation and volunteerism in both the preparation and operation of the Pacific County Fair.
- 5) Members are strongly encouraged to serve and assist the Fair Manager the week before the annual Fair to prepare the grounds, buildings, and other minor projects.
- 6) Be willing and available to serve and assist the Fair Manager regarding operational issues during the annual Fair.
- 7) Members are strongly encouraged to serve and assist the Fair Manager the week following the annual Fair for clean-up.
- 8) Volunteer to assist with program and facilities projects throughout the year, as appropriate.
- 9) Engage in long-range planning for the Pacific County Fair programs and facilities.
- 10) Provide recommendations to the Board of Pacific County Commissioners on the operating budget, facilities and programs.
- 11) Perform any other related duties deemed appropriate and assigned by the Board of Pacific County Commissioners, including but not limited to submitting activity reports on the fair and facilities functions.
- 12) Create standing committees which may include, but not limited to, Entertainment, Vendor, Exhibitor, and Grounds Committees. The Committees shall be comprised of at least one Fair Advisory Board Member, who will Chair the Committee, and may include members of the general public. Guidelines should be established under which the committee functions.

SECTION 8: RESOLUTIONS/INTERPRETATIONS: A majority of the Pacific County Fair Advisory Board members may refer disputable issues or questions concerning the Board's bylaws or lack thereof, for resolution or interpretation, as the case may require, to the Board of Pacific County Commissioners.

SECTION 9: FAIR MANAGER: The Fair Manager will plan, coordinate, lead, and administer all activities of the Pacific County Fair and will be responsible for the upkeep and maintenance of the Pacific County Fair Grounds and Facilities, along with the assistance of the Fair Advisory Board members.

All Fair Staff will perform his/her duties in accordance with County and Fair Advisory Board policies, regulations, and procedures as adopted by the Board of Pacific County Commissioners.

IT IS HEREBY RESOLVED that Resolution 2012-004 and any other conflicting Resolutions are hereby rescinded.

IT IS HEREBY FURTHER RESOLVED that the effective date of this Resolution shall be the _____ day of _____, 2016.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the _____ day of _____, 2016.

_____ YEA _____ NAY; _____ ABSTAIN; and _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board

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:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

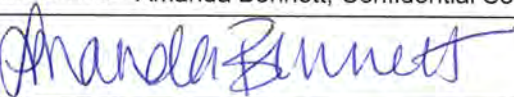
☐ Legal Required

DISTRIBUTION LIST:

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| | <input type="checkbox"/> 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): Veterans Advisory Board
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 12/21/2016
NARRATIVE OF REQUEST At the recent Veterans Advisory Board meeting on December 21, 2016, the advisory board has requested to update the Pacific County Veterans' Assistance Fund Policies and Procedures and repeal any Policies and Procedures previously established. The updates made will benefit the veterans living within Pacific County facing financial hardships seeking assistance.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Veterans' Assistance Fund Policies and Procedures and repeal previous versions	

PACIFIC COUNTY VETERANS' ASSISTANCE FUND POLICIES & PROCEDURES

STATEMENT OF POLICY

The purpose of the Pacific County Veterans Assistance Fund is to provide for the relief of an **honorably discharged** indigent veterans, their families and the families of deceased honorably discharged indigent veterans as defined by RCW 41.04.005 and 41.04.007. The intent of the veterans' assistance program is to provide model programs that benefit veterans and family members facing financial hardship.

FUNDS GENERATED

The Veterans' Assistance Fund is generated from a tax levied by the Pacific County Board of County Commissioners. Use of the fund is governed by RCW 73.04.080, along with these policies and procedures.

PROGRAM ASSISTANCE

Only eligible honorably discharged veterans and eligible family members of veterans may receive assistance from the Veterans' Assistance Fund. The eligible veteran or family member must have a financial need and must provide documentation proving their need to receive assistance from the fund. Family is defined by RCW 73.08.005 as the spouse or domestic partner, surviving spouse, surviving domestic partner, dependent children of a living or deceased veteran, **or a service member who was killed in the line of duty regardless of the number of days served.**

MEETING PLACE RENTAL

As authorized by RCW 73.04.080 and in accordance with Resolution 99-084, meeting place rental is allowable for a maximum of \$500 per year to those veteran organizations that file a proper claim voucher with the Pacific County Auditor's Office.

An authorized meeting place rent form and a receipt showing the eligible veterans' service organizations' annual rental fee has been paid must be submitted to the Veterans' Assistance Fund by the end of the current year.

FINANCIAL ASSISTANCE

ELIGIBILITY

In order to receive assistance from the Veterans' Assistance Fund, the veteran or family member must meet the eligibility criteria outlined in this section. Veterans or eligible family members must provide documentation verifying eligibility for assistance.

VETERAN AND FAMILY MEMBER STATUS

An applicant for assistance from the Veterans' Assistance Fund must be a veteran or the family member, as defined in RCW 73.08.005, of a veteran who meets the definition of veteran set forth in RCW 41.04.005 or RCW 41.04.007.

RESIDENCY

Applicants must have been residents of Washington State for at least **twelve months** immediately prior to obtaining assistance from the Veterans' Assistance Fund.

Applicants must have been residents of Pacific County for at least **four months** immediately prior to obtaining assistance from the Veterans' Assistance Fund. Post office boxes cannot be used to establish residency.

INDIGENCE

Applicants must be indigent. One or more of the following definitions shall be used to determine if an applicant is indigent as defined by RCW 73.08.005:

1. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, medical care services, or supplemental security income
2. Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level, or receiving an annual income not exceeding a higher qualifying income established by the county legislative authority
3. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

Income includes all funds received by the applicant and their spouse or domestic partner, and all other individuals who will benefit from the assistance.

Examples of included income which must be reported on the Veterans' Assistance Fund application for the purpose of determining income eligibility are as follows:

- money, wages and salaries after any deductions;
- net receipts from self-employment;
- savings;
- worker's compensation;
- **CDs, annuities, other financial instruments**
- unemployment compensation;
- child support;
- social security other than supplemental security income;
- foster child payments;
- tax refunds, gifts, loans, lump-sum inheritance, one-time insurance payments or compensation for injury or death;
- dependency and indemnity compensation for service-connected death;
- educational assistance benefits (including veterans' educational assistance benefits not paid directly to the school for tuition and books), vocational rehabilitation subsistence allowance, and work-study benefits (including veterans' work-study benefits)
- alimony;
- veterans' compensation and disability
- military family allotments or other regular support from an
- absent family member or someone not living in the household;
- retirement, pension (including veterans' pension) and annuities;
- insurance payments;
- dividends, interest, and periodic receipts from estates or trusts;
- labor and industries payments;

Proof of **ALL** income must be attached to the Veterans Relief Application.

Applicants who report no income for the previous 31 days must provide additional documentation showing their means of support and verification showing they have applied for assistance from other government agencies and social service programs deemed appropriate by the Veterans Assistance Fund staff.

APPLICATION PROCEDURES

The applicant must complete the Application for Veteran's Relief Form, have received an honorable discharge and attach a copy of their **Official Letter of Discharge or DD 214**, along with original invoices and/or bills that are being requested to be paid. The applicant must also provide supporting documentation proving eligibility for assistance. The application must be reviewed by the veterans' service organization for completeness and eligibility.

The veterans' service organization will interview the claimant and complete the Veteran Relief Fund Interview for Assistance Form.

The veterans' service organization will then complete the Recommendation for Relief Form and the authorized officers will sign.

ASSISTANCE PROVIDED

All applications for assistance require approval by the Chairman of the Board of Pacific County Commissioners. Upon approval, the application will be forwarded to the Pacific County Auditor's Office to issue payment(s) to vendors for the assistance provided. A decision on a payment may be delayed in order to obtain further eligibility verification. Lost or stolen payments may not be reissued.

CERTIFICATION

Applicants applying for assistance are required to sign a statement certifying that the information provided is complete and accurate and that if discovered to be otherwise the applicant shall be denied assistance from the fund.

FINANCIAL ASSISTANCE

Financial assistance may be provided to eligible veterans and eligible family members to assist with basic needs such as rent, food, transportation and utilities. Burial is also available as a last resource.

TYPES OF FINANCIAL ASSISTANCE

RENT OR MORTGAGE ASSISTANCE

Eligible veterans or family members may receive up to \$600.00 assistance with past due rent, first and last month's rent, past due mortgage payments, or nonrefundable deposits on the applicant's residence.

The applicant must provide a written rental agreement or documents proving ownership of the property. The veteran or eligible family member must be able to sustain rent or mortgage payments in the months to come.

Payments for rental assistance will be paid directly to the property owner, property management company or the owner's legal representative. Payments will not be made to family members.

Past due rent will be paid only for the applicant's primary residence. Veterans or eligible family members who share a residence with the property owner may receive half of the applicant's share of rent with a maximum of \$350.00 in a twelve-month period of time.

Mortgage payments will be made directly to the mortgage lender and will only be paid for the applicant's primary residence.

UTILITIES, TRANSPORTATION OR FOOD

Eligible veterans or family members may receive up to \$500.00 assistance with utilities, transportation or food.

Eligible veterans or family members may receive assistance with utilities, including power, water, garbage and propane. Other utility services such as cable or internet services will not be paid.

The applicant must provide a utility bill, a shut-off notice or letter of impending disconnection from the power, water or garbage company showing the current amount owed. Payment shall be made directly to the utility company and may include shut-off and reconnection fees.

Payment shall be made to an account in the veteran or eligible family member's name only. Utilities shall only be paid for the residence where the veteran or eligible family member currently resides.

TRANSPORTATION

Daily or monthly bus passes may be provided for transportation within Pacific County. Bus passes may be provided for transportation outside the county for visits to qualified local United States Department of Veterans Affairs' medical facilities in Washington State. Assistance will not be provided for vehicle payments.

FOOD

Eligible veterans or family members may receive assistance with food to participating grocery outlets located in Pacific County. Payments will not be made directly to the veteran.

BURIAL/CREMATION ASSISTANCE

As a last resource, eligible veterans or family members may receive assistance up to \$800 provided for the burial or cremation of any deceased indigent veteran, widow of indigent veteran or dependent children of an indigent veteran, who dies without leaving means sufficient to defray funeral expenses. Documentation including a death certificate, Official Letter of Discharge or DD 214, invoice from the mortuary/funeral home showing the burial or cremation expenses, benefits received from other sources for burial/cremation and any out of pocket expenses paid must be provided in order to receive assistance from the Veterans' Assistance Fund. A declaration must be signed by the family member(s) requesting assistance that all other sources have been exhausted.

DENIAL OF SERVICES

Pacific County has the right to deny applications that do not meet the requirements included in this policy.

FRAUD, CRIMINAL ACTIVITY OR MISUSE OF FUNDS

If it is determined that the applicant provided false information or that fraud, criminal activity or misuse of funds has occurred, the veteran or family member may be ineligible to receive assistance from the Veterans' Assistance Fund for up to 10 years. Pacific County will seek to prosecute individuals where there is evidence of fraudulent claims for assistance.

SEVERABILITY

If any provision of these policies and procedures or their application to any particular person or circumstance is held to be invalid, illegal or unenforceable, the remaining provisions and their application to other persons or circumstances shall not be affected.

PACIFIC COUNTY VETERAN'S ASSISTANCE FUND INDIGENT GUIDELINES 2016

Persons in family/household	150% of Poverty Annual/Monthly	Poverty Guidelines
1	\$17,655/\$1,471.25	\$11,770
2	\$23,892/1,991.25	\$15,930
3	\$30,135/\$2,511.25	\$20,090
4	\$36,375/\$3,031.25	\$24,250
5	\$42,615/\$3,551.25	\$28,410
6	\$48,855/\$4,071.25	\$32,570
7	\$55,095/\$4,591.25	\$36,730
8	\$61,335/\$5,111.25	\$40,890

For families/households with more than 8 persons, add \$4,160 for each additional person.



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:

12/28/16

AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

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: 12/16/16

NARRATIVE OF REQUEST

Jan Wilson has provided notice that she plans to retire in 2017. She is requesting to be allowed to continue to accrue leave during any period of extended employment she may take. Prior to changing the County's personnel policy the Board notified the Union that any employees who provide notice of their planned retirement in 2017 prior to the end of the year would be "grnadfathered" under the provisions of the previous personnel policy.

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

Move to approve Jan Wilson's request to continue to accrue leave during her period of extended employment in 2017.



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

REQUESTED MEETING DATE:

12/13/16

AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #: 24

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☒ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ 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: 12-7-16

NARRATIVE OF REQUEST

Attached for your consideration is a professional services agreement with Stantec Consulting Services, Inc. to provide assistance in preparing an EPA Brownfields Community Assessment and Revitalization grant in the amount of \$600,000. There is no cost associated with grant application assistance. Should we be awarded the grant, Stantec would provide the services needed to implement the grant. This grant is being prepared in partnership with the four cities and the ports. Pacific County is serving as the lead agency for the application. We will know sometime in early Spring 2017 whether or not our application has been successful. The grant provides funding over a three year period.

We released an RFP for these services and Stantec was the only response we received. They have extensive experience in preparing and implementing these types of grants, as well as have worked on a number of other projects in Pacific County.

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

Move to approve Professional Services Agreement with Stantec Consulting Services Inc. to provide grant assistance services at no fee, and if grant is awarded, up to \$600,000 in grant related expenses.

Name of Contractor: <u>Stantec Consulting Services, Inc.</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): Professional Services Agreement	
<input type="checkbox"/> W-9 Attached for all vendors/contractors (County issuing payment to) <input type="checkbox"/> Certificate of Insurance Attached (if required)	
Indicate type <input type="checkbox"/> Intergovernmental/Interagency <input checked="" type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> For-Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> State <input type="checkbox"/> Federal </div> <div> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Other </div> </div>	
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): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Telecomm & Data Processing </div> <div> <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Real <input checked="" type="checkbox"/> Other (Describe) : </div> </div>	
To be located at: _____ grant prep assistance and implementation	
Exceptions to Bidding (Please provide appropriate documentation):	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Single (Sole) Source Purchase* *Resolution Required </div> <div> <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Special Facilities/Market Conditions </div> </div>	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: <ul style="list-style-type: none"> - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice 	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> RFP</div> <div style="width: 33%;"><input type="checkbox"/> RFQ</div> <div style="width: 33%;"><input type="checkbox"/> Franchise</div> <div style="width: 33%;"><input type="checkbox"/> Annexation</div> <div style="width: 33%;"><input type="checkbox"/> Ordinance</div> <div style="width: 33%;"><input type="checkbox"/> Resolution</div> <div style="width: 33%;"><input type="checkbox"/> Appeal</div> <div style="width: 33%;"><input type="checkbox"/> Inventory Acquisition/Disposal</div> <div style="width: 33%;"><input type="checkbox"/> Tort Claim</div> <div style="width: 33%;"><input type="checkbox"/> Call for Bids</div> <div style="width: 33%;"><input type="checkbox"/> Open Space</div> <div style="width: 33%;"><input type="checkbox"/> Post, Advertise, & Fill Position</div> <div style="width: 33%;"><input type="checkbox"/> Other (please describe): _____</div> </div>	
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 #: <u>125</u> ...XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between Pacific County, a municipal corporation hereinafter referred to as "COUNTY", and Stantec Consulting Services, Inc., 11130 NE 33rd Place, Suite 200, Bellevue, WA 98004, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY desires to have certain professional services performed and provided by the CONTRACTOR, as set forth hereafter, which services require specialized skills and abilities; and,

WHEREAS, the CONTRACTOR represents that it is qualified and possesses sufficient skills and abilities to perform the professional services set forth hereafter in the AGREEMENT, now therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances described herein, the parties hereto AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR will provide application services to prepare a U.S. Environmental Protection Agency (EPA) Brownfields Community Wide Assessment Grant, hereinafter referred to as the "GRANT", in the amount of \$600,000 to be submitted in December, 2016 as described in the CONTRACTOR'S proposal submitted to the COUNTY, and included as ATTACHMENT A.

If the GRANT is successful:

CONTRACTOR will assist with completion of EPA administrative requirements needed to establish a Cooperative Agreement Work Plan and other required documents.

CONTRACTOR will prepare all GRANT related financial and technical reports and submit to the COUNTY for final submission to the EPA.

CONTRACTOR will provide technical assistance to build a comprehensive inventory of brownfield sites.

CONTRACTOR will assist the Pacific County Coalition in prioritizing sites and focus areas.

CONTRACTOR will conduct Phase I ESAs for multiple petroleum and hazardous substance brownfield sites as identified and prioritized by the Pacific County Coalition.

CONTRACTOR will prepare Quality Assurance Project Plan and Health and Safety Plans to be submitted, and approved by the EPA before moving to Phase II ESAs.

CONTRACTOR will conduct Phase II ESAs as directed by the Pacific County Coalition.

CONTRACTOR will complete Remedial Investigation/Feasibility Studies, Analysis of Brownfield Cleanup Alternatives, and/or clean up action plans for sites identified by the Pacific County Coalition

CONTRACTOR will conduct Area-Wide Planning (AWP) activities in priority areas identified by the Pacific County Coalition.

In the event that the grant application is not successful as part of the Fiscal Year 2017 Grant Competition, CONTRACTOR will be provided with the opportunity to schedule and participate in debriefing(s) with U.S. EPA to identify areas where the application(s) could be improved, and to revise and resubmit the application(s) on behalf of the COUNTY as part of the Fiscal Year 2018 and/or 2019 competitions. A reapplication, if necessary, would be undertaken only at the mutual agreement of both the COUNTY and the CONTRACTOR. No fee will be owed to CONTRACTOR for time, effort, and expense associated with revision and resubmittal of application(s).

II. RESPONSIBILITIES OF COUNTY

The COUNTY will serve as the lead agency for the GRANT, coordinate the collection of pertinent information and letters of support needed for the completion of the GRANT, and assure timely submission of the application.

Convene the Pacific County Coalition, which will include representatives from the cities of Ilwaco, Long Beach, South Bend, and Raymond, Long Beach, South Bend, and the Ports of Chinook, Ilwaco, Peninsula, Willapa Harbor, and other key stakeholders.

III. DURATION OF AGREEMENT

This AGREEMENT shall be retroactive to November 1, 2016 and will terminate on December 31, 2020. Termination as herein provided will be in addition to, and not in lieu of, a party's right to terminate for breach. Termination will operate to discharge all obligations that are executor by either party on or after the effective date of termination, but any right of a party based performance or breach of this AGREEMENT prior to the effective date of termination will survive.

IV. ADDITIONAL CONDITIONS

V. COMPENSATION AND METHOD OF PAYMENT

The COUNTY will not provide any reimbursement to the CONTRACTOR for grant application services, or assistance with completion of administrative requirements to establish a Cooperative Agreement Work Plan with the EPA.

If the GRANT is awarded, the COUNTY will reimburse the CONTRACTOR for satisfactory completion of the services specified under this AGREEMENT per Appendix A, Rate Schedule for Grant Application, included in ATTACHMENT A to this AGREEMENT up to a maximum of \$600,000.

Payment for work accomplished to the satisfaction of the COUNTY will be made on the basis of the CONTRACTOR's actual hours expended by professional, technical, and non-technical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

Invoices will be provided to the COUNTY monthly. Payment will be made within thirty (30) days after receipt of invoices. In the event any items in the billing may be questioned or disputed by the COUNTY, such items will be deleted from the billing until their resolution and the

remainder of the billing will be processed within the above-stated period. Invoices due and owing beyond the established thirty (30) day payment period, and not subject of dispute as described herein, will accrue interest at the rate of one and one half (1.5) percent per month on the unpaid balance.

If the CONTRACTOR fails to comply with any terms or conditions of this AGREEMENT or to provide in any manner the services agreed to herein, the COUNTY may withhold any payment due the CONTRACTOR until the COUNTY is satisfied that corrective action, as specified by the COUNTY, has been completed to the satisfaction of the COUNTY. This right is in addition to and not in lieu of the COUNTY right to terminate this AGREEMENT as provided below.

VI. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that it is acting as an independent contractor with the COUNTY, and not as an employee of the COUNTY. As such, the COUNTY will not provide any compensation or benefits beyond the compensation described immediately hereinabove.

VII. COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of the AGREEMENT, will comply with all applicable local, state, and federal laws and regulations.

VIII. PUBLIC RECORDS ACT

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

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

IX. OWNERSHIP

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

X. INDEMNIFICATION/HOLD HARMLESS

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify 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, reasonable 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) to the extent are caused by any omission, negligent act or error, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) arising out of, resulting from, or in connection with the negligent performance of this AGREEMENT; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the AGREEMENT, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the AGREEMENT.

Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.

XI. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this AGREEMENT, CONTRACTOR shall obtain, provide and maintain

during the term of this AGREEMENT, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

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

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

XII. SUBCONTRACTING

The services to be furnished under the terms of this AGREEMENT will be performed by the CONTRACTOR and will not be delegated or subcontracted in whole or in part without the express written consent of the COUNTY. Subcontractors required by the CONTRACTOR in connection with the services specified herein will be limited to those subcontractors approved in writing, by the COUNTY. Permission for subcontracting will not create any contract or any other relationship between the COUNTY and subcontractor. All subcontracts will contain all applicable provisions of this AGREEMENT.

XIII. NON DISCRIMINATION IN SERVICES

The CONTRACTOR will not discriminate because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

XIV. TERMINATION

This AGREEMENT may be terminated by the COUNTY without cause, in whole or in part, upon providing thirty (30) days written notice to the CONTRACTOR.

In the event this AGREEMENT is terminated by the COUNTY other than for default on the part of the CONTRACTOR, a final payment will be made to the CONTRACTOR with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination.

No payment will be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the Notice of Termination. If the accumulated payment made to the CONTRACTOR prior to Notice of Termination exceeds the total amount that would be due computed as set forth above, then no final payment will be due and the CONTRACTOR will immediately reimburse the COUNTY for any excess paid.

If the services of the CONTRACTOR are terminated by the COUNTY for default on the part of the CONTRACTOR, the above formula for payment will not apply. In such event, the amount paid will be determined by the COUNTY with consideration given to the actual costs incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the COUNTY at the time of termination; the cost to the COUNTY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the COUNTY of the work performed at the time of termination.

If it is determined for any reason that the CONTRACTOR was not in default or that the CONTRACTOR's failure to perform was not based on its fault or negligence, or the fault or negligence of its officers, agents, or employees, the termination will be deemed to be a termination for the convenience of the COUNTY in accordance with this section of this AGREEMENT.

Payment by the COUNTY for any part of the work performed by the CONTRACTOR will not constitute a waiver by the COUNTY of any remedies of any type it may have against the CONTRACTOR for any breach of this AGREEMENT by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it by the COUNTY.

XV. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this AGREEMENT will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

XVI. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this AGREEMENT, 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 AGREEMENT shall be filed in the Pacific County Superior Court.

1. Disputes. Differences between the CONTRACTOR and the COUNTY, arising under

and by virtue of this AGREEMENT, 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 CONTRACTOR shall be decided by the COUNTY'S AGREEMENT representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S AGREEMENT representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.

2. **Choice of Law, Jurisdiction and Venue.** This AGREEMENT 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 AGREEMENT 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 AGREEMENT shall be instituted and maintained only Superior Court in Pacific County, Washington.

3. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this AGREEMENT 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 AGREEMENT did not contain the particular provision held to be invalid.

If any provision of this AGREEMENT 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 AGREEMENT so that the original intent and purpose of the AGREEMENT no longer exists, the COUNTY may, in its sole discretion, terminate this AGREEMENT.

XVII. CHANGES TO WORK

When required to do so by the COUNTY, the CONTRACTOR will make such changes and revisions in the work it submits under this AGREEMENT as necessary to correct errors appearing therein and omissions, without additional compensation thereof. Should the COUNTY find it desirable for its own purpose to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR will make such revisions as directed by the COUNTY. This work will be considered a Change in Work and will be paid for as herein provided under Section VI.

XVIII. SOLICITATION OF AGREEMENT

The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this AGREEMENT. For breach or violation of this warranty, the COUNTY will have the right to annul this AGREEMENT without further liability.

XIX. OTHER REQUIREMENTS

- A. The CONTRACTOR will maintain accounts and records, including personnel, property, financial, and other records as may be deemed necessary by the COUNTY to ensure proper accounting for project funds and compliance with this AGREEMENT. The CONTRACTOR will keep records that document the direct and indirect costs that are expended and reflect the services provided in the performance of this AGREEMENT. The CONTRACTOR will keep the above records for a period of six (6) years after termination hereof, unless a longer retention period is required by law.
- B. The CONTRACTOR will not disclose, nor permit disclosure of any information designated by the COUNTY as confidential, except to its employees and other subcontractors who need such information in order to properly execute the services of this AGREEMENT.

XX. ENTIRE AGREEMENT

The parties agree that this AGREEMENT is the complete expression of the terms hereto and any oral representations of understandings not incorporated herein are excluded. Further, any modification of the AGREEMENT will be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this 13th day of November, 2016.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Stantec Consulting Services, Inc.

Frank Wolfe, Chair

SIGNATURE

Lisa Ayers, Commissioner

Title

Steve Rogers, Commissioner

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey, Clerk of the Board

Prosecutor's Office

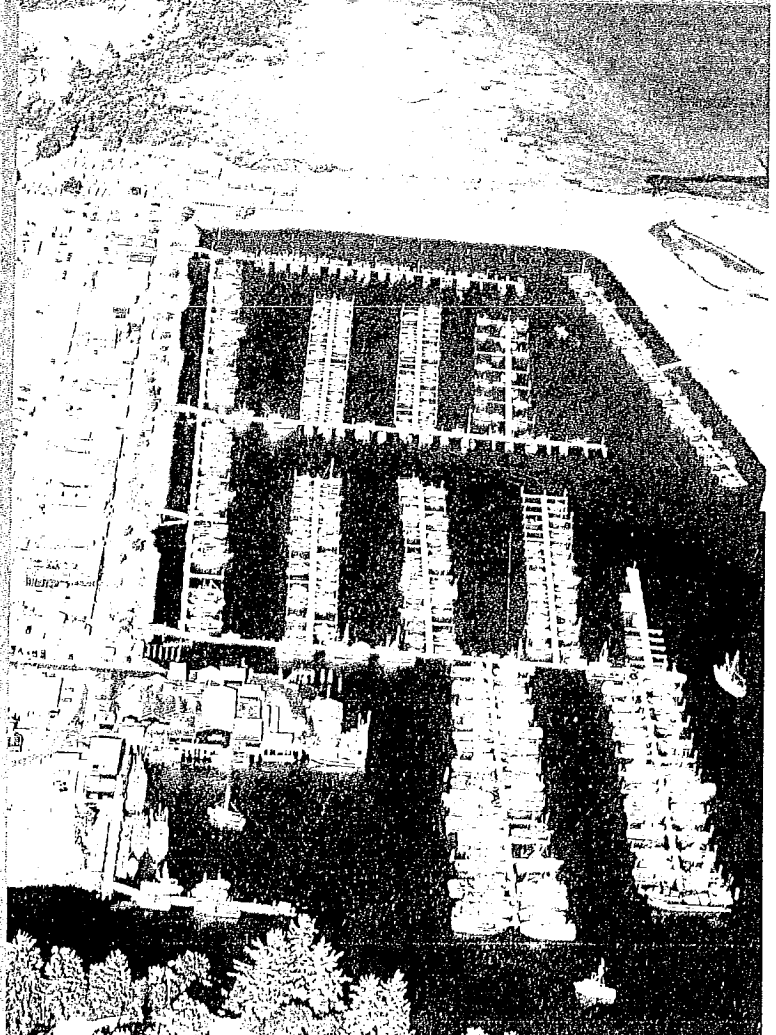
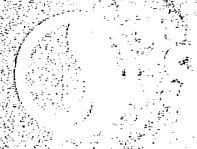
WSBA #

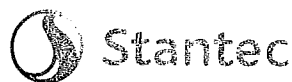
Attachment A

ORIGINAL

U.S. EPA BIOREMEDIATION
APPLICATION FOR
IMPLEMENTATION OF A
BIOREMEDIATION

EPSCO COUNTY
GROUNDS
GROUNDS





Stantec Consulting Services, Inc.
11130 NE 33rd Place, Suite 200, Bellevue, WA 98004

October 7, 2016

Attention:
Kathy Spoor,
Administrative Officer
Pacific County
1216 West Robert Bush Drive
South Bend, WA 98586

Reference:

Request for Proposals - U.S. EPA Brownfield Grant Application and Implementation Assistance

Dear Kathy:

We believe in shaping our communities through design. Great places don't just happen - they are born of thoughtful vision and intelligent design. Our team is excited to do just that, to work with the Pacific County Coalition on this exciting opportunity to secure and effectively utilize EPA Brownfield Grant funding.

We're active members of the communities we serve. That's why at Stantec, we always design with community in mind. We translate market potential into achievable visions with strong community buy-in that lead to full-scale implementation. We provide nationally-recognized expertise combined with local understanding and experience in the community to ensure you receive maximum benefit from these grants.

Our team provides niche local design, land use planning, and public involvement expertise. We believe we are the best team to serve your needs on this project for many reasons, most critically:

- We have unmatched brownfields grant expertise. In the past five years alone, our US West Grants Team (based in Bellevue) has assisted with more than 38 successful EPA Brownfield Grants totaling \$8.3 million. Nationally, we've implemented over 100 EPA and state brownfield grants including back-to-back National Brownfield Renewal Economic Impact Award recipients.
- We understand the County's needs. Our staff has completed dozens of site investigation and cleanup, planning, permitting, and restorative projects throughout the County over the past 15 years, including environmental assessment and cleanup projects for Pacific County, Shoalwater Bay Tribe, Willapa Bay Fisheries Enhancement Group, Washington State Parks and Recreation Commission, and Washington Department of Transportation. Our team's experience throughout the County means we'll have zero start-up time to get rolling.
- We absorb the risk. We so strongly believe in our ability to efficiently assist the Pacific County Coalition in securing this funding, that we are submitting a \$0 fee proposal for grant application assistance.

We look forward to partnering with the Pacific County Coalition on this transformational project. Should you have any questions regarding this submittal, please contact us at your convenience.

Respectfully,
Stantec Consulting Services, Inc.

Marc Sauze, PE | Project Manager
11130 NE 33rd Place, #200 | Bellevue WA 98004
marc.sauze@stantec.com
Direct: (425) 289-7372 | Mobile: (425) 894-2329

Chris Gdak | Senior Brownfield Grant Specialist
11130 NE 33rd Place, #200 | Bellevue WA 98004
chris.gdak@stantec.com
Direct: (425) 289-7355 | Mobile: (425) 698-7398



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:
12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: <u>25</u>				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED				
Initial: _____ Date: _____				
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____			
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			
<input type="checkbox"/> OTHER: _____				
Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> 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: Board of County Commissioners	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/16/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Memorandum of Agreement with Washington State University Extension in the amount of \$17,500, effective January 1, 2017, subject to adequate budget appropriations and authorize Chair to sign	

Name of Contractor: <u>WA State University</u>																									
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): Memorandum of Agreement																									
<input type="checkbox"/> W-9 Attached for all vendors/contractors (County issuing payment to) <input type="checkbox"/> Certificate of Insurance Attached (if required)																									
Indicate type <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input checked="" type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract																									
Contractor Type (check all that apply): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> For-Profit</td> <td><input type="checkbox"/> Private Organization/Individual</td> </tr> <tr> <td><input checked="" type="checkbox"/> Non-Profit</td> <td><input checked="" type="checkbox"/> Public Organization/Jurisdiction</td> </tr> <tr> <td><input type="checkbox"/> State</td> <td><input type="checkbox"/> Sub-Recipient</td> </tr> <tr> <td><input type="checkbox"/> Federal</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual	<input checked="" type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Public Organization/Jurisdiction	<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient	<input type="checkbox"/> Federal	<input type="checkbox"/> Other																
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<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient																								
<input type="checkbox"/> Federal	<input type="checkbox"/> 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): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000) Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids) Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real <input type="checkbox"/> Telecomm & Data Processing <input checked="" type="checkbox"/> Other (Describe) : _____ To be located at: _____ To provide extension program _____																									
Exceptions to Bidding (Please provide appropriate documentation): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Insurance/Bonds</td> <td><input type="checkbox"/> Emergency Event (Purchases/Public Works)</td> </tr> <tr> <td><input type="checkbox"/> Single (Sole) Source Purchase*</td> <td><input type="checkbox"/> Special Facilities/Market Conditions</td> </tr> </table> <p style="margin-left: 40px;">*Resolution Required</p>		<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)	<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions																				
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<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions																								
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice																									
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> RFP</td> <td><input type="checkbox"/> RFQ</td> <td><input type="checkbox"/> Franchise</td> <td><input type="checkbox"/> Annexation</td> <td><input type="checkbox"/> Ordinance</td> <td><input type="checkbox"/> Resolution</td> </tr> <tr> <td><input checked="" type="checkbox"/> Appeal</td> <td><input type="checkbox"/> Inventory Acquisition/Disposal</td> <td><input type="checkbox"/> Tort Claim</td> <td><input type="checkbox"/> Call for Bids</td> <td colspan="2"></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Open Space</td> <td colspan="4"><input type="checkbox"/> Post, Advertise, & Fill Position</td> </tr> <tr> <td colspan="6"><input type="checkbox"/> Other (please describe): _____</td> </tr> </table>		<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ	<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal	<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids			<input type="checkbox"/> Open Space		<input type="checkbox"/> Post, Advertise, & Fill Position				<input type="checkbox"/> Other (please describe): _____					
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<input type="checkbox"/> Open Space		<input type="checkbox"/> Post, Advertise, & Fill Position																							
<input type="checkbox"/> Other (please describe): _____																									
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): <div style="height: 100px; border: 1px solid black;"></div>																									
<table style="width: 100%; border: none;"> <tr> <td>TOTAL COST/AMOUNT (include sales & use tax): \$17,500</td> <td>TOTAL TAX:</td> </tr> <tr> <td>TOTAL SHIPPING/HANDLING:</td> <td>EXPENDITURE FUND #: <u>001</u> ,xxx.xxx.xx.xx</td> </tr> <tr> <td>EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>DESCRIBE MATCH:</td> </tr> <tr> <td>MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>AMOUNT OF MATCHING FUNDS:</td> </tr> </table>		TOTAL COST/AMOUNT (include sales & use tax): \$17,500	TOTAL TAX:	TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>001</u> ,xxx.xxx.xx.xx	EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:	MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:														
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MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:																								

And
PACIFIC COUNTY

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period of January 1, 2017 through December 31, 2017 to provide an extension program.

FUNDING AMOUNT: \$17,500

WSU EXTENSION

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Richard Koenig
Associate Dean and Director

Frank Wolfe
Chairman

Daniel G. Nordquist	Date
AVPRA/Director	
Office of Grant & Research Development	



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

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

REQUESTED MEETING DATE:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 26

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: Board of County Commissioners

DIVISION (if applicable): Personnel Policy

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

PHONE / EXT:

SIGNATURE:

DATE: 12/21/2016

NARRATIVE OF REQUEST

These Personnel Policy amendments will reflect what was included in the adopted fy2017 budget.

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

Adopt Resolution 2016-_____ amending the Personnel Policy, Rules, and Regulations specifically amending Section 4.12 Longevity, Exhibit 7.1 Management Wage Schedule, Exhibit 7.2 Management Job Classification Schedule and Exhibit 8 Job Descriptions

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

RESOLUTION NO. 2016-_____

**A RESOLUTION AMENDING THE PERSONNEL POLICY,
RULES AND REGULATIONS**

WHEREAS, various provisions in Chapters 36.16 and 36.17, RCW, and RCWs 36.32.390 and 36.32.400 authorize this Board to set the salaries and to provide appropriate benefit plans and payments for the officers and employees of the County of Pacific; and

WHEREAS, this Board has adopted and implemented a policy for administration of personnel rules and regulations to provide equality of employment for employees of Pacific County, and these policies are subject to periodic review and modification; and

WHEREAS, the following sections of the Personnel Policy shall be amended to reflect an increase in longevity pay for employees with over 25 years of service with the County, and adjustments to the management wage schedule and revised and/or new job descriptions;

Section 4.12 LONGEVITY

Replace the table with the following:

CONTINUOUS SERVICE	PERCENTAGE INCREASE OVER BASE WAGE
Beginning with the 6 th year	1.50%
Beginning with the 11 th year	2.50%
Beginning with the 16 th year	3.50%
Beginning with the 21 st year	6.00%
Beginning with the 25 th year	8.00%

Exhibit 7.1 MANAGEMENT WAGE SCHEDULE (Attachment A)

Management Wage Schedule replaced in its entirety with 2017 Management Wage Schedule which reflects 2% cost of living adjustment over 2016 wages.

Exhibit 7.2 MANAGEMENT JOB CLASSIFICATION SCHEDULE (Attachment B)

Replaced in its entirety with Attachment B to this Resolution

Exhibit 8 JOB DESCRIPTIONS (Attachment C)

Add the following Revised and/or New Management Job Descriptions:

PUBLIC HEALTH AND HUMAN SERVICES

Deputy Director	New description	Special Employment Contract
-----------------	-----------------	-----------------------------

PROSECUTOR

Deputy Prosecutor	Replace with updated description	Non-Union Grade 15
Add Senior Deputy Prosecutor Job Description	In place, but not formally adopted	Non-Union Grade 18
Add Chief Deputy Prosecutor Job Description	In place, but not formally adopted	Non-Union Grade 19

PCEMA/PACCOM

E-911 Coordinator for PACCOM	Revised grade	Non-Union Grade 16
Emergency Management Agency Director	New description	Non-Union Grade 15

Update Job Descriptions to reflect regrading and New Local 367C Represented Job Descriptions

Job Title	DEPARTMENT	CURRENT GRADE	Revised Grade as of 1/1/2017
Senior Environmental Health Specialist	DCD	14	15
Chief Appraiser	Assessor	14	15
Senior Probation Officer	Juvenile	14	15
Senior Engineer	DPW	14	15
Senior Planner	DCD	14	15
Senior Building Inspector	DCD	13	15
Senior Public Health Nurse (description pending)	Health	New Position	15
Chief Surveyor	DPW	13	15
Engineer	DPW	13	14
Environmental Health Specialist	DCD	13	14
Public Health Nurse	PH&HS	13	14
DPW Information Services Tech	DPW	12	13
Senior Engineer Tech	DPW	12	13
Building Inspector/Fire Marshall	DCD	12	13
Code Enforcement Officer	DCD	12	13
Engineering Technician-Revise title of position by adding III-Engineering Technician III	DPW	10	11

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that these amendments are hereby adopted and are effective December 1, 2016; and

PASSED by the Board of Pacific County Commissioners the 28th day of December, 2016, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

Fiscal Year 2017 Wage Schedule

Management

(includes a 2.0% COLA compared to previous year's wages)

Monthly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	\$6,157	\$6,371	\$6,594	\$6,830	\$7,065	\$7,312	\$7,567	\$7,835
19	\$5,748	\$5,950	\$6,157	\$6,371	\$6,594	\$6,830	\$7,065	\$7,312
18	\$5,365	\$5,552	\$5,748	\$5,950	\$6,157	\$6,371	\$6,594	\$6,830
17	\$5,007	\$5,184	\$5,365	\$5,552	\$5,748	\$5,950	\$6,157	\$6,371
16	\$4,676	\$4,839	\$5,007	\$5,184	\$5,365	\$5,552	\$5,748	\$5,950
15	\$4,365	\$4,517	\$4,676	\$4,839	\$5,007	\$5,184	\$5,365	\$5,552
14	\$4,073	\$4,217	\$4,365	\$4,517	\$4,676	\$4,839	\$5,007	\$5,184
13	\$3,803	\$3,934	\$4,073	\$4,217	\$4,365	\$4,517	\$4,676	\$4,839
12	\$3,550	\$3,677	\$3,803	\$3,934	\$4,073	\$4,217	\$4,365	\$4,517
11	\$3,314	\$3,430	\$3,550	\$3,677	\$3,803	\$3,934	\$4,073	\$4,217
10	\$3,094	\$3,251	\$3,314	\$3,430	\$3,550	\$3,677	\$3,803	\$3,934
9	\$2,888	\$2,989	\$3,094	\$3,251	\$3,314	\$3,430	\$3,550	\$3,677

Hourly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	\$35.39	\$36.61	\$37.90	\$39.25	\$40.60	\$42.02	\$43.49	\$45.03
19	\$33.03	\$34.20	\$35.39	\$36.61	\$37.90	\$39.25	\$40.60	\$42.02
18	\$30.83	\$31.91	\$33.03	\$34.20	\$35.39	\$36.61	\$37.90	\$39.25
17	\$28.78	\$29.79	\$30.83	\$31.91	\$33.03	\$34.20	\$35.39	\$36.61
16	\$26.87	\$27.81	\$28.78	\$29.79	\$30.83	\$31.91	\$33.03	\$34.20
15	\$25.09	\$25.96	\$26.87	\$27.81	\$28.78	\$29.79	\$30.83	\$31.91
14	\$23.41	\$24.24	\$25.09	\$25.96	\$26.87	\$27.81	\$28.78	\$29.79
13	\$21.86	\$22.61	\$23.41	\$24.24	\$25.09	\$25.96	\$26.87	\$27.81
12	\$20.40	\$21.13	\$21.86	\$22.61	\$23.41	\$24.24	\$25.09	\$25.96
11	\$19.05	\$19.71	\$20.40	\$21.13	\$21.86	\$22.61	\$23.41	\$24.24
10	\$17.78	\$18.68	\$19.05	\$19.71	\$20.40	\$21.13	\$21.86	\$22.61
9	\$16.60	\$17.18	\$17.78	\$18.68	\$19.05	\$19.71	\$20.40	\$21.13

Longevity

6 - 10 years
11 - 15 years
16 - 20 years
21 - 25 years
Over 25 years

Rates

1.5%
2.5%
3.5%
6.0%
8.0%

ATTACHMENT B

Management Job Classification Schedule

POSITION TITLE	APPOINTING OFFICIAL/AGENT *	SALARY CODE	FLSA EXEMPTION*****
Chief Deputy Prosecuting Attorney	County Prosecuting Attorney	19	Legal Advisor/Personal Staff
Senior Deputy Prosecutor	County Prosecuting Attorney	18	Legal Advisor/Personal Staff
Assistant Director of Public Works	BoCC/DPW	17	Executive/Personal Staff
Chief Accountant	County Auditor	16	Professional
Undersheriff	County Sheriff	16	Personal Staff
Juvenile Court Administrator	Superior Court Judge	16	Personal Staff
Engineering Services Manager	BoCC/DPW	16	Executive/Personal Staff
Assistant County Engineer	BoCC/DPW	16	Executive/Personal Staff
Chief Treasury/Investment Officer	Treasurer	16	Personal Staff
E-911 Coordinator-PACCOM (see ** note below)	County Sheriff	16	Personal Staff
Chief Deputy Treasurer-Investment Officer	County Treasurer	16	Personal Staff
Surfacewater Program Manager	BoCC/DPW	15	Executive/Personal Staff
Chief Criminal Deputy Sheriff	County Sheriff	15	Personal Staff
Inspector	County Sheriff	15 ****	Personal Staff
Deputy Prosecutor	County Prosecuting Attorney	15	Legal Advisor
Emergency Mgmt Agency Director	County Sheriff	15	Personal Staff
Superior Court Reporter/Administrator	Superior Court Judge	14	Statutory/Personal Staff
DCD Executive Assistant (Office Manager)	BoCC/DCD	14	Executive/Personal Staff
Road Supervisor	BoCC/DPW	14	Executive/Personal Staff
Chief Civil Deputy Sheriff-Fiscal Analyst	County Sheriff	14 ****	Personal Staff
Director of Vegetation Management	BoCC	14	Statutory/Administrative
Clerk of the Board of County Commissioners	BoCC	14	Statutory
Management & Fiscal Analyst	BoCC/County Administrative Officer	14	Executive/Personal Staff
Accounting Manager	DPW	14	Personal Staff
Risk Manager	BoCC/County Administrative Officer	13	Executive/Personal Staff
Shop Supervisor	BoCC/DPW	13	Executive/Personal Staff
Municipal Accountant	County Auditor	13	Professional/Personal Staff
Superior Court Admin/Recorder	Superior Court Judge	13	Statutory/Personal Staff
Paralegal	County Prosecuting Attorney	13	Personal Staff
Chief Deputy (A/A/C/T)	County Assessor, Auditor, Clerk, or Treasurer	13****	Personal Staff
Confidential Secretary (PA) (see *** note below)	County Prosecuting Attorney	12 ***	Personal Staff
Fair/Parks Manager	DPW	12	Personal Staff
Spartina Coordinator	BoCC	11	Personal Staff
Conf. Sec/Asst. RM/Dep. Clerk of the Board	BoCC/County Administrative Officer	10	Not Exempt
Public Records Coordinator	BoCC/County Administrative Officer	10	Not Exempt
Engineering Technician/GIS Asst.	DPW	10	Not Exempt
Confidential Secretary (BOARD)	BoCC	9	Not Exempt
Administrative Assistant (A/A/C/T)	County Assessor, Auditor, Clerk, or Treasurer	9	Not Exempt

* Employment relationship is between the position's incumbent and the position's APPOINTING OFFICIAL under the AGENT's direction.

"BoCC" stands for the Board of County Commissioners, "DoCD" stands for the Director of Community Development, and "DoPW" stands for the Director of Public Works.

*** The salary code will be increased to "13" if the incumbent Confidential Secretary (PA) also performs as Chief Deputy Coroner. [Amended by Resolution 2001-032]

**** The salary code will be increased to "14" if the incumbent Chief Deputy County Auditor also acts as Finance Supervisor and performs the chief accountant's functions. [Amended by Resolution 2003-039]

***** Sheriff authorized to pay stipends up to \$250 per month for litter cleanup project oversight and administration when litter cleanup is occurring if financial (grant) assistance is available to reimburse the County for the stipends. [Amended by Resolution 2003-052]

***** Any employee working less than full time in a position with a salary code of 12 or higher that earns less the minimum salary level established by the Fair Labor Standards Act (FLSA) to be eligible for exemption status is changed to not exempt.



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and 4th Tuesday of each
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REQUESTED MEETING DATE:
12/28/16

AGENDA REQUEST FORM

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

Agenda Item #: 27

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

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DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 22, 2016

NARRATIVE OF REQUEST

Please certify that the attached time and effort documentation for Pacific County employees is directly related to time spent working on the Department of Archaeology and Historic Preservation Grant (FY16-90006-002).

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

Approve certification of time and effort documentation for the Department of Archaeology and Historic Preservation Grant #FY16-90006-002



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:

12/28/16

AGENDA REQUEST FORM

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

Agenda Item #: 28

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 22, 2016

NARRATIVE OF REQUEST

Consider adopting the attached resolution regarding fiscal year 2016 budget category transfers.

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

Adopt Resolution 2016-_____ authorizing fiscal year 2016 budget category transfers

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

REQUESTED MEETING DATE:

12/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 30

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

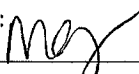
☐ OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: Board of County Commissioners	DIVISION (if applicable): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/12/2016
NARRATIVE OF REQUEST Open public hearing Swear in those wishing to testify/comment Close hearing Motion	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Ordinance No. 182 repealing County Ordinances No. 6, 18, 24, 40B, 100, 100A, 100B, 102, 106, 107, 119, 131, and 132	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS
ORDINANCE NO. 182

**AN ORDINANCE REPEALING EXISTING
PACIFIC COUNTY ORDINANCES**

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that there is a need to repeal certain ordinances; and

WHEREAS, the following ordinances and amendments have been found to be repetitive of other ordinances, or do not comply with State Law; and

WHEREAS, sufficient legal notice has been advertised as required by law and that all persons present were given an opportunity to express themselves for or against said action;

NOW THEREFORE, IT IS HEREBY ORDAINED by the Board of Pacific County Commissioners that the following ordinances are hereby repealed:

- Ordinance No. 6, dated April 6, 1954-Abolishing the Office of Constable
- Ordinance No. 18, dated May 1, 1961-Carnivals & Circuses
- Ordinance No. 24, dated May 4, 1965-Persons Convicted of Crimes
- Ordinance No. 40B, dated November 12, 1991-Repealing Ord. 40A- Fees for filing Land Surveys
- Ordinance No. 100, dated June 29, 1982-Food Service Sanitation; governed by Board of Health Ordinance No. 6
- Ordinance No. 100A, dated December 20, 1983-Food Service Sanitation; governed by Board of Health Ordinance No. 6
- Ordinance No. 100B, dated June 9, 1987-Food Service Sanitation; governed by Board of Health Ordinance No. 6
- Ordinance No. 106, dated September 23, 1986-Dissolution of Diking District No. 1
- Ordinance No. 107, dated October 28, 1986-Dissolution of Diking Districts 4, 5, and 6
- Ordinance No. 119, dated April 24, 1990-Mobile/Manufactured Home; incorporated in Ordinance No. 151
- Ordinance No. 131, dated September 7, 1993-Oysterville Historic District
- Ordinance No. 132, dated September 24, 1993-BOH Governing Food Establishments; governed by Board of Health Ordinance No. 6
- Ordinance No. 102D, dated January 13, 2015-Real Estate Excise Tax

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the _____ day of _____, 2016.

_____ AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ATTEST

Marie Guernsey
Clerk of the Board

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

Steve Rogers, Commissioner