

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

**Tuesday, April 12, 2016  
9:00AM or shortly thereafter as possible**

## **AGENDA**

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

### **Call to Order**

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

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

### **CONSENT AGENDA (Item A-B)**

- A)** Approve regular meeting minutes of March 22, 2016
- B)** Approve Rainbow Valley Landfill Vouchers:
  - City of Raymond - \$2,305
  - PUD #2 - \$59.85
  - Royal Heights Transfer Station, Inc. - \$5,226.48

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, March 8, 2016**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Andi Harland, Public Works Accounting Manager  
Mary Goelz, Health & Human Services Department Director  
Wayne Leonard, Juvenile Court Administrator  
Eric Weston, Chief Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Cheryl Heywood, Timberland Regional Library Executive Director  
Kris Pointer, Ilwaco Timberland Regional Library  
Emily Popovich, Raymond Timberland Regional Library  
Jenny Penoyar, South Bend Timberland Regional Library  
Allie Friese, representing the Chinook Observer

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

**PUBLIC COMMENT** - None

**CONSENT AGENDA**

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

**Approve regular meeting minutes of March 8, 2016**

**Approve Rainbow Valley Landfill Vouchers**

**PUD #2 - \$62.22**

**Royal Heights Transfer Station, Inc. - \$3,919.86**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**PUBLIC HEARING – 9:01**

Chairman Wolfe opened the public hearing to consider amendment to Section 29 of Board of Health Ordinance No. 3E.

No public comment was received and Chairman Wolfe closed the public hearing.

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

**Adopt Board of Health Resolution 2016-1 amending Board of Health Ordinance No, 3E modifying Section 29 Commercial and Site Installer's Licenses**

**MEETING CLOSED – 9:03AM**

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)*

2016-16

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

CITY OF RAYMOND

230 2<sup>ND</sup> STREET

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	3/2/16	LEACHATE TREATMENT	660	000	537	10	41	\$2305.00

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.

*Samy Sole*      *PRES.*      *3/7/16*  
 Signature                      Title                      Date

Reviewed by: *[Signature]*      *March 17 '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

**THANK YOU FOR YOUR BUSINESS!**

2016-17

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

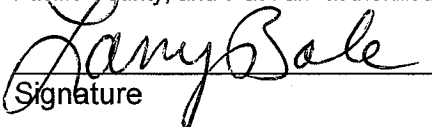
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	3/28/16	UTILITIES	660	000	537	10	41	\$ 59.85

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

  
Signature

PRES.  
Title

4/4/16  
Date

Reviewed by:

  
Faith Taylor, Director  
Department of Community Development

April 6 '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  
APR - 6 2016  
GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

**PUBLIC UTILITY DISTRICT NO. 2  
of PACIFIC COUNTY**


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

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



Account Number 19983

Page 1 of 1

Statement Date 03/28/2016

**Billing Summary**

Previous Balance	62.22
No Payments Received	0.00
Past Due Balance - Due Now	62.22
Current Charges Due By 04/22/16	59.85
<b>Total Due</b>	<b>122.07</b>

**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	03/19/16	87544
Previous KWH Reading	02/17/16	87034
Total KWH Usage		510
Days Served	31	

**Detail of Charges**

510 kWh x 0.071200	36.31
Power Cost Adj @ 7%	2.54
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>59.85</b>

MO	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16
Usage	442	584	343	343	246	216	377	148	400	512	509	541	510
Avg/Day	16	16	12	10	8	9	11	5	14	17	15	18	16

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

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

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

Account Number	19983
Due Date	04/22/2016
Amount Due	122.07
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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



**PUBLIC UTILITY DISTRICT NO. 2  
of PACIFIC COUNTY**



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

1 95

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

# PAST DUE NOTICE

Account Number	19983
Billing Date	02/24/2016
Date of Notice	03/25/2016
Last Payment Date	02/16/2016
Last Payment Amt	-59.78
Current Amount Due	62.22
30 Days Past Due	0.00
60 Days Past Due	0.00
90 Days & Over Past Due	0.00

**Notice Due Date** 04/01/2016  
**Amount Due** 62.22

Primary Service Addr: RAINBOW VALLEY LANDFILL

# PAST DUE NOTICE

Payment for service(s) has not been received and is currently past the due date. If there is not a response to this notice, your account(s) is subject to fees and/or disconnection. Immediately contact the nearest District office (contact information on reverse side) if:

- Your account was paid and the payment is not reflected on this notice; or
- Arrangements were made for beyond the date of this notice

If the Amount Due is not paid by the Notice Due Date, you may be required to pay any or all of the following fees:

- \$17.00 Late Fee
- \$58.00 Door Hanger Fee
- \$60.00 Reconnect Fee

Termination of service(s) for non-payment can occur anytime after the above Notice Due Date. If disconnected, you will be required to pay a deposit, all amounts due on the account, and any applicable fees prior to restoration of your service(s).

Please Return This Stub With Your Payment

## PAST DUE NOTICE

Account #:	19983
Amount Due:	\$62.22
Notice Date:	03/25/2016

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

PUBLIC UTILITY DISTRICT NO. 2  
of PACIFIC COUNTY 0  
P.O. Box 472  
Raymond, WA 98577-0472





2016-18

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4994	4/1/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$5226.48

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

*Lamy Bale*  
Signature

Pres.  
Title

4/4/16  
Date

Reviewed by:

*[Signature]*  
Faith Taylor, Director  
Department of Community Development

April 6 '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

APR - 6 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

**Invoice**

DATE	INVOICE #
4/1/2016	4994

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
4/11/2016

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
3/31/2016	408,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	5,226.48

**Balance Due**

**\$5,226.48**

Date			
	<u>loads</u>		
3/1/2016	3		
2	1		
3	2		
4	2		
5	2		
6	1		
7	3		
8	2		
9	2		
10	3		
11	2		
12	1		
13	2		
14	2		
15	2		
16	2		
17	2		
18	2		
19	3		
20	3		
21	2		
22	3		
23	2		
24	2		
25	3		
26	2		
27	2		
28	3		
29	2		
30	2		
31	3		
	<b>68</b>		
	<i>total gallons</i>		<b>408000</b>
		<b>TOTAL</b>	<b>\$5,226.48</b>

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

**April 12, 2016  
9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

10:00 AM Call for Bids - Official County & Area Specific Newspaper

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

10:30 AM Regular Community Development monthly workshop

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

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**Call to Order**

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

**CONSENT AGENDA (Items 1-12)**

**Department of Public Works**

- 1) Confirm start date of Mitchell Wirkkala as April 4, 2016
- 2) Approve continuation of Road Haul Permit No. 2015-7 with Hancock Forest Management and acceptance of Road Haul Permit No. 2016-12

**Department of Community Development**

- 3) Approve hire of Randy Irwin, Building Inspector, Grade 12, Step 1, effective April 25, 2016

**Health & Human Services**

- 4) Approve Amendment #3 to Contract #1563-42487 with DSHS Division of Behavioral Health & Recovery (DBHR) for substance use prevention and suicide prevention program; authorize Chair to sign
- 5) Approve Amendment #A to Consolidated Homeless Grant #16-46108-11 with WA State Dept. of Commerce, Community Services and Housing Unit; authorize Chair to sign

*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.*

**Sheriff's Office**

- 6) Approve Amendment #A to Contract #E16-015 with WA State Military Department for Coordinator Professional Development and E911 County Basic Service Operations; authorize Chairman to sign
- 7) Confirm hire of Caitlin Ochoa, Telecommunicator, Step 1, effective April 3, 2016

**Civil Service**

- 8) Approve transfer of file cabinet to South District Court and removal from inventory

**Boards and Commissions**

- 9) Approve reappointment of Dennis Hein, Citizen-at-large to the Solid Waste Advisory Committee

**General Business**

- 10) Approve March, 2016 payroll  
total employees - 176; total payroll - \$725,406.03
- 11) Approve Vendor Claims:  
Warrants Numbered 131439 thru 131535 - \$198,580.49  
Warrants Numbered 131536 thru 131605 - \$160,354.48
- 12) Approve regular meeting minutes of March 22, 2016

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 13) Consider approval of the public notice/call for bids for sealed bids for the sale of Milne Pit Quarry and setting the bid opening date of May 10, 2016 at 10:00AM
- 14) Consider approval of Project Prospectus for Sandridge Road Resurfacing Project and the Project Prospectus for the 2016 Safety Guardrail Project; authorize Chair to sign
- 15) Consider approval of Interagency Agreement with Pacific Conservation District for the WA Coast Restoration Initiative Project No. 15-1533R/Rue Creek Salmon Restoration Project
- 16) REMOVED
- 17) Consider approval of request to purchase a 2011 Leeboy Asphalt Paver
- 18) Consider approval of request to advertise for temporary engineering aides for summer construction season
- 19) Consider approval of Certification of Applicant Match form pertaining to the South Willapa Bay Access Project with Recreation and Conservation Office; authorize Director/County Engineer to sign
- 20) Consider approval of Special Use Agreement with Happy Destiny for use of Morehead Park July 22-24, 2016; authorize Chair to sign
- 21) Consider approval of request to purchase John Deere D130 lawn mower for Parks

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**ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT #1**

- 22) Consider acceptance of Access Agreement with Abston Hendricksen Land & Timber Company, Inc. for a drainage easement north of 227<sup>th</sup> to “P” Street

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 23) Consider approval of request to increase Brandi Keightley to 1.0 FTE, effective May 1, 2016
- 24) Consider approval of request to advertise and interview for the Litter Crew Lead and youth positions
- 25) Consider adoption of Resolution 2016-011 re-establishing the petty cash fund
- 26) Consider approval of request to advertise and hire a full-time temporary Environmental Health Technician

**ITEMS REGARDING HEALTH & HUMAN SERVICES**

- 27) Consider approval of Contract with Ocean Beach School District to provide Parent Engagement & Homeless Liaison services
- 28) Consider approval of 2016-17 One Tenth of One Percent Sales Tax Contracts
- 29) Consider approval of Interlocal Agreement for Satellite Contract Services with Great Rivers Behavioral Health Organization to provide liaison and coordination of programs; authorize Chair to sign
- 30) Consider approval of request for exception to the Travel & Expense Policy

**ITEMS REGARDING SHERIFF’S OFFICE**

- 31) Consider approval of request to Lease two copiers with Aberdeen Office Equipment; authorize Sheriff to sign Lease Agreements
- 32) Consider approval of request to allow phone extensions be paid from Current Expense Telecommunications Fund 001
- 33) Consider adoption of Resolution 2016-012 pertaining to the adoption of the Hazard Mitigation Plan

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 34) Consider acceptance of resignations from Oysterville Design Review Board members, Anne Kepner and Greg Rogers

**ITEMS REGARDING GENERAL BUSINESS**

- 35) Consider adoption of Proclamation recognizing April as Records and Information Management month
- 36) Consider adoption of Resolution 2016-013 in the matter of the time frame under which a manifest error claim can be made
- 37) Consider approval of Technical Support Agreement with Efficiency Inc. for the recording program; authorize Chairman to sign
- 38) Consider adoption of Resolution 2016-014 in the matter of dissolving the Board of Adjustment

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**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 40)** Call for Bids – Official County & Area Specific Newspaper

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

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

REQUESTED MEETING DATE:

4/12/16

## AGENDA REQUEST FORM

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

1

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ 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: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: \_\_\_\_\_

DATE: 3/24/16

### NARRATIVE OF REQUEST

Request to approve Mitchell Wirkkala to a start date of Monday, April 4th instead of Tuesday, April 5th.

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

Confirm start date of Mitchell Wirkkala as April 4, 2016





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

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

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

#### NARRATIVE OF REQUEST

Hancock Forest Management submitted Road Haul Permit No. 2016-12 for hauling on Pacific County roads and submitted \$10,000 (Newkah) in new bonds and rollover of \$77,558.57 (\$879.34 - Chehalis, \$11,158.55 - Elk River, \$7,055.78 - Elkhorn, \$10,655.05 - Newkah, \$24,155.27 - North River, and \$20,654.58 - Sacajawea) in cash bonds they submitted for the 2008-2015 seasons. Please approve continuation of these bonds and acceptance of the new bond that is on file with DPW Accounting.

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

Approve continuation of Road Haul Permit No. 2015-7 with Hancock Forest Management and acceptance of Road Haul Permit No. 2016-12

Name of Contractor: Hancock Forest Management

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

Road Haul Permit No. 2016-12

Indicate type:

☐ Intergovernmental/Interagency

☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement

☐ Interoffice/Interdepartmental

☐ State Contract

Contractor Type (check all that apply):

☐ For-Profit

☐ Private Organization/Individual

☐ Non-Profit

☐ Public Organization/Jurisdiction

☐ State

☐ Sub-Recipient

☐ Federal

☐ Other

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000)

☐ Limited PW Process (<\$40,000)

☐ Small PW Process (<\$300,000)

☐ PW Project (>\$300,000)

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

Services / Leases: ☐ Architectural & Engineering

☐ Personal Services

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

☐ Lease (Real

☐ Telecomm & Data Processing

☐ Other (Describe) :

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds

☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase\*

☐ Special Facilities/Market Conditions

\*Resolution Required

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

Please attach the following:

- Copy of Intergovernmental Agreement with other agency

- Confirmation that vendor agrees to participation

- Documentation that contract was awarded in compliance with bidding law

- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP

☐ RFQ

☐ Franchise

☐ Annexation

☐ Ordinance

☐ Resolution

☐ Appeal

☐ Inventory Acquisition/Disposal

☐ Tort Claim

☐ Call for Bids

☐ Open Space/Timber Classification

☐ Post, Advertise, Fill Position (New Employee Form Required)

☒ Other (please describe): Road Haul Permit

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

Previously extended in the 3/10/2015 BOCC meeting.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development Department

DIVISION (if applicable): Building

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

SIGNATURE: \_\_\_\_\_

DATE: 4/4/2016

#### NARRATIVE OF REQUEST

The Department has offered the building inspector position at Grade 12, Step 1, to Randy Irwin who has accepted. His first day will be April 25, 2016.

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

Approve hire of Randy Irwin, Building Inspector, Grade 12, Step 1, effective April 25, 2016, 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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

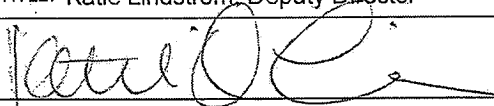
☐ OTHER: \_\_\_\_\_

### 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 & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 3/29/16
NARRATIVE OF REQUEST Requesting approval and signature of amendment #3 of contract #1563-42487 with DSHS Division of Behavioral Health & Recovery (DBHR) for substance use prevention and suicide prevention programs. This amendment adds funds in response to meeting phase one contract deliverables related to the mental health promotion/suicide prevention grant we received earlier this year. This amendment increases total award by \$25,000. All other terms and conditions remain the same. Please let me know if you have any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #3 to Contract #1563-42487 with DSHS Division of Behavioral Health & Recovery (DBHR) for substance use prevention and suicide prevention program and authorize Chair to sign	

Name of Contractor: DSHS- Division of Behavioral Health & Recovery

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):  
Contract #1563-42487 amendment #3

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No


SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<b>COUNTY PROGRAM AGREEMENT AMENDMENT</b> <b>Prevention Services</b>	DSHS Agreement Number 1563-42487  Amendment No. 03
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.		Administration or Division Agreement Number Click here to enter text. County Agreement Number
DSHS ADMINISTRATION Behavioral Health Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231
CCS CONTRACT CODE 1231		
DSHS CONTACT NAME AND TITLE Ray Horodowicz		DSHS CONTACT ADDRESS PO Box 45330 Olympia, WA 985045330
DSHS CONTACT TELEPHONE (360)725-1528	DSHS CONTACT FAX (360)725-2280	DSHS CONTACT E-MAIL horodr@dshs.wa.gov
COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Katie Oien-Lindstrom	
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL koien@co.pacific.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
AMENDMENT START DATE 02/01/2016	PROGRAM AGREEMENT END DATE 06/30/2017	
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$221,557.00	AMOUNT OF INCREASE OR DECREASE \$25,000.00	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$246,557.00
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO		
<b>EXHIBITS.</b> When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):		
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.		
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE BHA Contracts	DATE SIGNED

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

1. Amend the maximum contract consideration to add \$25,000, therefore increasing the maximum consideration from \$221,557 to \$246,557. The Awards and Revenues (A&R) is attached as Exhibit B.
2. Amend Exhibit I. Section 3. Consideration by deleting and replacing with the following:
  3. **Consideration.** The maximum consideration for this Exhibit I is \$35,000 from the SFY 2016 Dedicated Marijuana Account.

Performance based consideration: The actual amount available for programming is \$34,500. The Contractor shall receive \$500 if more than twenty (20) people receive Youth Mental Health FirstAid training during the contract period. The total value of the contract, including the performance-based consideration, shall not exceed \$35,000.

3. Amend Exhibit I. Section 5. by adding Subsection e. as follows:
  - e. The Contractor must demonstrate that there is twenty percent (20%) match for award dollars. Match can be either hard match (cash) or in-kind (e.g., donated services). The Contractor can request changes to the match requirement based on local conditions and decisions about granting changes to the match requirement will be made on a case by case basis. The match requirement will be reported in the final project report.

4. Amend Exhibit I. Section 9. Reporting by deleting and replacing with the following:

**9. Reporting.**

- a. Reporting of program activities shall be entered, using formats or processes provided by DBHR, according to the following schedule:

Reporting Period	Report Due
February 1 – 28, 2016	March 15, 2016
March 1 – 31, 2016	April 15, 2016
April 1 – 30, 2016	May 15, 2016
May 1 – 31, 2016	June 15, 2016
June 1 – 30, 2016	July 15, 2016

- b. Final Project Report – The Contractor shall submit a final report about the project, using forms or templates to be provided by DBHR, on or before July 15, 2016.
- c. Extensions of time for reporting deadlines – extensions of time for reporting deadlines may be requested by submitting a request to the Contract Manager listed on page one (1) a minimum of five (5) days prior to the current month's reporting deadline. If the request for extension is approved, the new date will be the due date for the current month reporting but the following month the reporting deadline will revert back to the 15<sup>th</sup> of the month for the previous month's services. If the request for extension is not approved, the contractor shall

be expected to submit all reporting according to the regular schedule described in this contract.

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



# **AWARD AND REVENUES** **2015-2017 Biennium**

**CONTRACTOR NAME** Pacific County  
**CONTRACT NUMBER** 1563-42487  
**COUNTY** Pacific

*The above named Contractor is hereby awarded the following amounts for the purposes listed.*

<u>REVENUE</u>		<u>AWARD AMOUNTS</u>			
<u>SOURCE</u>	<u>TYPE OF SERVICE</u>				
<u>CODE:</u>					
		<u>SFY 16</u>	<u>SFY 17</u>	<u>Biennial Funds</u>	<u>Total 15-17 Biennium</u>
333.99.59	SABG Prevention	\$29,742	\$29,742		\$59,484
334.04.6X	GF-State- Admin (for SABG Prevention)	\$2,586	\$2,586		\$5,172
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$90,657	\$23,384		\$114,041
333.92.43	PFS-Total	\$54,288	\$13,572	\$0	\$67,860
	Year 2 FFY14 (7.1.15-9.29.15)	\$13,572			\$13,572
	Year 3 FFY15 (9.30.15-9.29.16)	\$40,716	\$13,572		\$54,288
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		\$84,030	\$43,314	\$0	\$127,344
Total State Funds		\$93,243	\$25,970	\$0	\$119,213
<b>TOTAL ALL AWARDS</b>		<b>\$177,273</b>	<b>\$69,284</b>	<b>\$0</b>	<b>\$246,557</b>

**Federal CFDA:**

SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)



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:  
4/12/2016

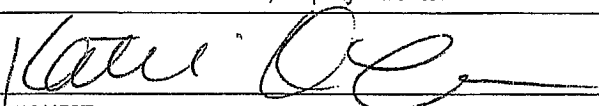
## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>5</u>		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board		
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt		
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required		
<b>DISTRIBUTION LIST:</b>				
<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 & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 3/28/2016
<b>NARRATIVE OF REQUEST</b> Requesting approval and signature of grant # 16-46108-22 amendment A with Department of Commerce Community Services & Housing Division. This amendment adds \$18,000 in HEN (Housing & Essential Needs) funds for the time period beginning March 1, 2016-June 30, 2016. HEN provides funds for rental assistance and support for individuals who are disabled but not yet on social security (usually for individuals who are waiting for SSD approval). These funds will be passed through to our housing subcontractor, Coastal Community Action Program. All other terms and conditions remain the same. Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u>  Approve Amendment #A to Consolidated Homeless Grant #16-46108-11 with WA State Dept. of Commerce, Community Services and Housing Unit and authorize Chair to sign	



## Amendment

Grant Number: 16-46108-22

Amendment: A

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)

<b>1. Grantee</b> Pacific County Public Health & Human Services PO BOX 26 South Bend, WA 98586		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative (only if updated)</b>		<b>4. COMMERCE Representative (only if updated)</b> Jessica Simon                      1011 Plum Street SE CHG Program Manager              Olympia, WA 98504-2525 (360) 725-2955 (360) 586-5880 jessicasimon@commerce.wa.gov	
<b>5. Original Grant Amount</b> (and any previous amendments)  \$175,824	<b>6. Amendment Amount</b>  \$18,000	<b>7. New Grant Amount</b>  \$193,824	
<b>8. Amendment Funding Source</b> Federal:              State:              Other: X    N/A:		<b>9. Amendment Start Date</b> March 1, 2016	<b>10. Amendment End Date</b> June 30, 2017
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A		<b>CFDA Number:</b> N/A
<b>12. Amendment Purpose:</b> Adds additional HEN funds, to be spent through June 30, 2016 and adjusting budget line items in Attachment B - Budget.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date	

## Amendment

This Grant is **amended** as follows:

### Attachment B

#### Budget

Budget	Total
Admin	\$13,889
Rent- For-Profit Rent	\$29,496
Rent- Other Rent and Housing Costs	\$21,809
Operations: CHG Base Funding	\$27,400
TANF- For-Profit Rent	\$9,415
TANF- Other Rent and Housing Costs	\$2,203
HEN- Admin 2016	\$5,013
HEN- Rent and Housing Costs 2016	\$74,399
HEN- Operations 2016	\$10,200
<b>Total</b>	<b>\$193,824</b>



Board of Pacific County Commissioners  
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Meetings are held the 2nd  
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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

April 12, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCCA 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: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: March 22, 2016
NARRATIVE OF REQUEST  Requesting Board approval of a revision to the E911 State Contract E16-015, originally approved and signed on August 25, 2015. The amendment increases the total contract by \$3,580.00 from \$423,557.00 to \$427,137.00. The resulting contract will be contract E16-015A, in the amount of \$427,127.00.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Amendment #A to Contract #E16-015 with WA State Military Department for Coordinator Professional Development and E911 County Basic Service Operations and authorize Chairman to sign	

Name of Contractor: Washington State Emergency Management Division

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
E16-015A

☐ **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: \_\_\_\_\_ E911 operating cost reimbursements

**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): N/A

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

N/A

TOTAL COST/AMOUNT (include sales & use tax): \$427,137.00

TOTAL TAX: N/A

TOTAL SHIPPING/HANDLING: N/A

EXPENDITURE FUND #: 160 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH: All 911 Local Excise Tax

MATCHING FUNDS REQUIRED? ☒ Yes ☐ No

AMOUNT OF MATCHING FUNDS: \$204,550.00

**Washington State Military Department  
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: <b>Pacific County Post Office Box 187 South Bend, Washington 98586</b>		2. CONTRACT NUMBER: <b>E16-015</b>	3. AMENDMENT NUMBER: <b>A</b>
4. CONTRACTOR CONTACT, PHONE/EMAIL: <b>Stephanie Fritts / 360.875.9340 sfritts@co.pacific.wa.us</b>		5. MD STAFF CONTACT, PHONE/EMAIL: <b>Teresa C Lewis / 253.512.7481 Teresa.lewis@mil.wa.gov</b>	
6. TIN or SSN: <b>91-6001356</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NONE</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>E911 County/WSP Contracts</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (DEPARTMENT) and RCW 38.52.510 / WAC 118-66 Enhanced 911</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>This amendment adjusts the funds in the Budget Sheet (Attachment D) based on updated expenditures and projected revenues.</b>			
11. AMENDMENT TERMS AND CONDITIONS: 1. Contract expiration date of August 15, 2016 remains <b>unchanged</b> . 2. Contract performance period of July 1, 2015 through June 30, 2016 remains <b>unchanged</b> . 3. <b>Change</b> the overall contract amount <b>from</b> \$423,557 <b>to</b> \$427,137; an increase of \$3,580 4. <b>Change</b> the overall FY16 funding amount <b>from</b> \$423,557 <b>to</b> \$427,137; an increase of \$3,580 5. <b>Change</b> the FY16 CPD funding amount <b>from</b> \$38,100 <b>to</b> \$37,855; a decrease of \$245 6. <b>Change</b> the FY16 Basic Service Operating funding amount <b>from</b> \$385,457 <b>to</b> \$389,282; an increase of \$3,825 7. <b>Replace</b> the original Budget Sheet (Attachment D) <b>with</b> the revised Budget Sheet (Attachment D) attached.			
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 Contractor 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 hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT:  <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> Richard A. Woodruff, Contracts Administrator Washington State Military DEPARTMENT  BOILERPLATE APPROVED AS TO FORM: Brian Buchholz (signature on file) 6/13/2012 Assistant Attorney General		FOR THE CONTRACTOR:  <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> Frank Wolfe, Chairman Board of County Commissioners  for  Pacific County	

Form Date: 10/27/00



**ATTACHMENT D**  
**REVISED BUDGET SHEET**  
**E911 COUNTY CONTRACT – FY2016**  
July 1, 2015 – June 30, 2016

	SFY2016 - Original	SFY2016 Revised
Coordinator Professional Development	\$ 38,100	\$ 37,855
Basic Service Operating (BSO)	\$ 385,457	\$ 389,282
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$ 423,557</b>	<b>\$ 427,137</b>



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:

April 12, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

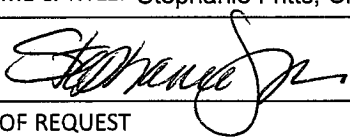
☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: March 22, 2016
NARRATIVE OF REQUEST	
Courtesy notice of the hiring of two Telecommunicators. Greg Rekart and Caitlin Ochoa will begin training/work on April 3, 2016 in the 911 Center. New employee forms attached. (Mr. Rekart withdrew on 4/1/2016)	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm hire of Caitlin Ochoa, Telecommunicator, Step 1, effective April 3, 2016, 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:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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: General Administration

DIVISION (if applicable): Civil Service

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 3334

SIGNATURE:

DATE: 3/29/2016

#### NARRATIVE OF REQUEST

Confirm inventory transfer of fixed asset ID# 1609. This cabinet will be transferred from Civil Service to South District Court and should be removed from the inventory list.

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

Approve transfer of file cabinet to South District Court and removal from inventory, in accordance with Personal Property Inventory Procedures

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 1609	DEPT/OFFICE: Civil Service
EQUIPMENT DESCRIPTION: Four Drawer Filing Cabinet	LOCATION: General Administration
MODEL NUMBER:	SERIAL NUMBER:

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

### DISPOSAL

DISPOSAL DATE: 3/25/2016	HOW DISPOSED: Transferred to South Dist Court
REASON FOR DISPOSAL: Does not need to be listed on inventory	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

### TRANSFER

TRANSFER DATE: 3/25/2016	
TRANSFERRED FROM (DEPT/OFFICE): Civil Service/GA	TO (DEPT/OFFICE): South Dist Court

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

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

Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.	
Clerk of the Board	

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



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE:

DATE: 3/29/2016

#### NARRATIVE OF REQUEST

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

Approve the reappointment of Dennis Hein, Citizen-at-large to the Solid Waste Advisory Committee

COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: MARCH, YEAR OF 2016

TOTAL EMPLOYEES: 176

TOTAL PAYROLL: \$725,406.03

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_12th\_\_\_day of APRIL 2016

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

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

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

As of this date, April 12, 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

131439                      thru                      131535                      \$ 198,580.49

Warrants Dated: March 25, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

  
\_\_\_\_\_  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

**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, April 12, 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

131536                      thru                      131605                      \$ 160,354.48

Warrants Dated: March 31, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

Richard Patrick  
Auditor/Deputy Auditor

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

MAR 31 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, March 22, 2016**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:03 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Andi Harland, Public Works Accounting Manager  
Mary Goelz, Health & Human Services Department Director  
Wayne Leonard, Juvenile Court Administrator  
Eric Weston, Chief Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Cheryl Heywood, Timberland Regional Library Executive Director  
Kris Pointer, Ilwaco Timberland Regional Library  
Emily Popovich, Raymond Timberland Regional Library  
Jenny Penoyar, South Bend Timberland Regional Library  
Allie Friese, representing the Chinook Observer

**PUBLIC COMMENT**

Cheryl Heywood introduced the other library representatives and provided the Quarterly State of the Library Address

**YEARS OF SERVICE**

5 Years:      Eva Kanick (Sheriff's Office)  
                  Noy Zeigler (Auditor's Office)  
10 Years:     Cindy Howard (Assessor's Office)

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**CONSENT AGENDA (Items 1-6)**

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 hire of Mitchell Wirkkala, Road Maintenance Technician II,  
effective April 5, 2016, 1.0 FTE, at a rate of \$18.14/hour**

**Approve Supplement No. 1 to Local Agency Agreement Number LA-8850  
pertaining to Sandridge Road Resurfacing Project mp 8.30 to 10.52 and  
authorize Chair to sign**

**Health & Human Services**

**Approve Amendment #6 to WA State Department of Health Consolidated  
Contract #C17121, for WIC Peer Counseling and Youth Suicide Prevention  
and authorize Director to sign**

**General Business**

**Approve renewal of Judge Pro Tem Bonds for Scott Harmer-SDC,  
Mike Turner-NDC, and Joel Penoyar-NDC**

**Vendor Claims**

**Warrants Numbered 131262 thru 131343 - \$227,730.34**

**Approve regular meeting minutes of March 8, 2016 and continued public  
hearing of March 14, 2016**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Adopt Resolution 2016-009 initiating County Road Project No. 1645  
pertaining to the WA Federal Lands Access Program (FLAP) Planning  
Grant**

**Approve Digital Submittal Certification reports to County Road  
Administration Board and authorize Chair to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING COUNTY FAIR**

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

**Approve purchase of supplies for the bleacher project from Bud's Lumber of South Bend in the amount of \$2,985.19 including sales tax and delivery, subject to adequate budget appropriations** *(Other bids were received from Bayview of Elma in the amount of \$3,869.22 and from Home Depot of Chehalis, in the amount of \$3,976.17)*

**Approval of request to purchase two GE refrigerators from Raymond Furniture of Raymond in the amount of \$1,200 including sales tax and delivery, subject to adequate budget appropriations** *(Other bids were received from Lowe's of Lacey in the amount of \$1,221.64 and from Home Depot of Chehalis, in the amount of \$1,230.48)*

**ITEMS REGARDING HEALTH & HUMAN SERVICES**

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

**Approve hire of Michelle Kemmer, Public Health Nurse, at 0.8 FTE, effective March 21, 2016, Grade 13 Step 2, subject to adequate budget appropriations**

**ITEMS REGARDING SUPERIOR COURT**

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

**Confirm the appointment of Scott Jacot, as Juvenile Court Administrator, effective June 30, 2016, Grade 16, Step 5, subject to adequate budget appropriations**

**ITEMS REGARDING JUVENILE COURT SERVICES**

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

**Approve request to advertise and hire for vacant Probation Officer position that will be created by Scott Jacot, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF VEGETATION MANAGEMENT**

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

**Approve Interdepartmental Agreement for vegetation control on county road right-of-ways with Public Works**

**Approve purchase of spray system from Ag Enterprise Supply, Inc. from state bid, in the amount of \$23,453.13, including installation and sales tax, subject to adequate budget appropriations**

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 Contract for Jail Medical Services with Willapa Harbor Hospital,  
subject to adequate budget appropriations**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Accept resignation from Jean Stamper, Oysterville Design Review Board  
member, effective March 15, 2016**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Adopt Order in the matter of the distribution of the 2015 P.U.D. excise tax**

**Approve Courthouse Facility Use Application from Long Beach Fire  
Department for training exercises**

**EXECUTIVE SESSION**

9:40AM for 15 minutes

Chapter 42.30.110 RCW (1)(f) To receive and evaluate complaints or charges brought against a public officer or employee...

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve temporary increase of James Worlton to 1.0 FTE for the month of  
April, 2016 and authorize his sick leave and vacation accruals to reflect the  
increase, subject to adequate budget appropriations**

**Approve Vendor Claims, Warrants Numbered 131344 thru 131438 in the  
amount of \$396,401.15, subject to adequate budget appropriations**

**RECESS 9:26AM**

**EXECUTIVE SESSION**

9:55AM continued for 15 minutes

Chapter 42.30.110 RCW (1)(f) To receive and evaluate complaints or charges brought against a public officer or employee...

**BACK IN SESSION – 10:10AM**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PUBLIC HEARING – 10:10AM**

**ATTENDANCE:** Chairman Wolfe, Commission Ayers, Commissioner Rogers, County Administrative Officer Kathy Spoor, Management/Fiscal Analyst Paul Plakinger

Chairman Wolfe opened the public hearing to consider supplemental budget appropriations and swore in Paul Plakinger.

Paul provided an overview of the request for the Fair.

Chairman Wolfe closed the public hearing.

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

**Adopt Resolution 2016-010 in the matter of supplemental budget for the allowance of certain expenditures for fy2016 and authorize a debt service payment in the amount of \$32,046.85 for the Fair USDA loan**

**MEETIN CLOSED AT 10:13AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
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)*

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

Email received from Michael O’Meagher regarding the Bay Center trees.

Copy of letter to Jane E. Clark, Attorney at Law regarding return of Tort Claim against Ocean Beach Hospital.

Letter received from Congresswoman Jaime Herrera Beutler regarding a letter she received from Sharon Cade of Ocean Park pertaining to water/flooding issues.

Copy of letter mailed to the Chinook Indian Nation supporting their quest to clarify their federal status.

Copy of letters mailed to Board of Adjustment members Patti Jacobsen, William Grennan, Jean Shaudys, Dobby Wiegardt, and Ray Millner thanking them for their service.

December 23, 2013 through October 27, 2014 Notice of Marijuana License Application from Marty’s Enterprises, 4:20 Coastal Times, Ever Green Flora, Superior Harvest, The Indoor Garden, All Natural Products Lester Farms, Quality Growers, Evergreen Production, Apothecary, 1492 Productions, TJS Industries, Vancouver Weed Company, and The Cannabissary.

Notice of Liquor License Application from WA State Liquor Control Board for June 12, 2014 through October 3, 2014 for Okie’s Select Market, Flam ‘n Fish, Nicole’s Fishtrap, and Corrected Notice or Nicole’s Fishtrap.

Notice of Special Occasion Liquor License from WA State Liquor Control Board for May 2, 2014 through February 16, 2016 for Lewis-Pacific Swiss Society, Peninsula Saddle Club-Long Beach Rodeo, Water Music Festival Society, Ocean Beach Education Foundation, Lewis-Pacific Swiss Society, Friends of Chinook School, Dogoodnics, and Appelo Archives Center.

Notice of Liquor License Expirations from WA State Liquor Control Board for January 15, 2014 through March 10, 2016 for Willapa RV Park, Chinook Family Dining & Sports Bar, Peninsula Golf Course, Surfside Golf, Oysterville Store, Short stop Store-n-deli, the Sou’wester, KOA Kampground Bay Center, Menlo Store, Doc’s Tavern, 42<sup>nd</sup> Street Café, Chinook Country Store, Cranberry Museum, Boreas Bed & Breakfast, Charles Nelson Guest House, George Johnson House B&B, Minit Markiet North Cove, Willapa Harbor Golf Course, Hunters Inn, Johnson Arco & One Stop Market, Okie’s Select Market, Paradise Pizza, Jimella’s Seafood Market & Community Store, Nanci & Jimelia Café & Cocktails, Serious Foods, Loyal Order of Moose #2362, Mount Baker Vineyards, Sid’s IGA, Cranberry Museum, Boreas Bed & Breakfast, Charles Nelson Guest House, and George Johnson House B&B.

Notification of Pending Marijuana Extraction Operation from WA State Liquor Control Board by TJS Industries dated September 19, 2014.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

Notice of discontinued sales and service of liquor from WA State Liquor Control Board for Nanci & Jimelia Café & Cocktails dated August 11, 2014 and for Willapa Red & White dated November 3, 2014.

**BOARD WORKSHOPS/MEETINGS HELD – No action taken**

*(This listing does not include those workshops/meetings attended by the Commissioners individually)*

March 7, 2016

Meeting Agenda review  
Departmental Briefings  
Workshop w/ T. Johnson re: Chinook Indian Nation

March 8, 2016

Joint (Elected/Appointed) Management meeting

March 14, 2016

Annual Report w/ Human Services Advisory Board

March 15, 2016

Workshop w/ DCD re: erosion report

March 21, 2016

Meeting Agenda Review  
Departmental Briefings  
Workshop w/ Public Works re: various items

March 22, 2016

Workshop w/ DPW re: telephone service  
Regular Community Development monthly workshop  
Workshop w/ Andi Day re: DMO funding



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

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

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

Agenda Item#: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 4-04-16

#### NARRATIVE OF REQUEST

Public Notice/Call for bids for sealed bids for Accepting Proposals for Sale of Milne Pit Quarry and All Future Mining and Mineral Rights - opening on May 10, 2016 at 10:00 AM

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

Approve Public Notice/Call for Bids for sealed bids for the sale of Milne Pit Quarry and confirming the bid opening date of May 10, 2016 at 10:00AM



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

**ACCEPTING PROPOSALS FOR  
SALE OF MILNE PIT QUARRY AND ALL FUTURE  
MINING AND MINERAL RIGHTS**

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County Commissioners to accept proposals for SALE OF THE MILNE PIT QUARRY AND ALL FUTURE MINING AND MINERAL RIGHTS.

Sealed proposals will be received until the hour of 9:30 A.M. and opened at 10:00 A.M., or as soon thereafter as possible, on Tuesday, May 10, 2016 in the Commissioners' Office of the Pacific County Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586 and then opened and read aloud.

Proposals shall be delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening.

Proposals will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until 9:30 A.M. the date of the bid opening. Any proposals received after that time shall be null and void and returned to the bidder.

The Clerk of the Board is directed to advertise for proposals and the County Director of Public Works/County Engineer is directed to prepare specifications for the **PROPOSALS FOR PURCHASE OF MILNE PIT QUARRY.**

The Board of County Commissioners reserves the right to reject any or all proposals or waive any or all irregularities.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

## PUBLIC NOTICE

Public Notice published two (2) times: April 20th and April 27th

### **ACCEPTING PROPOSALS FOR SALE OF MILNE PIT QUARRY AND ALL FUTURE MINING AND MINERAL RIGHTS**

Sealed proposals will be received until the hour of 9:30 A.M. and opened at 10:00 A.M., or as soon thereafter as possible, by the Clerk of the Board of Pacific County Commissioners', the Pacific County Treasurer, and the Director of Public Works/County Engineer, or designee, in the Commissioners' Office at the Pacific County Annex Building at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, on May 10, 2016 for:

### **PROPOSALS FOR PURCHASE OF MILNE PIT QUARRY**

Proposals delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the opening.

Proposals will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until 9:30 A.M. the date of the opening. Any proposals received after that time will not be considered.

Proposals shall be clearly marked "**PROPOSAL FOR PURCHASE OF MILNE PIT QUARRY**" together with the name and address of the bidder on the outside of the envelope.

Specifications and proposal forms must be secured from the Department of Public Works, 211 North Commercial Street, Raymond, WA 98577, Telephone (360) 875-9368 or (360) 642-9368.

Pacific County reserves the right to reject any or all proposals or waive any or all regularities.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-008

IN THE MATTER OF DECLARING COUNTY PROPERTY SURPLUS  
AND AUTHORIZING SALE OF THE COUNTY PROPERTY

WHEREAS, the Board of County Commissioners held a public hearing on Tuesday, March 8, 2016 to consider the sale of surplus county property, specifically Pacific County's South Bend "Milne" Rock Quarry Site; and

WHEREAS, the Board of County Commissioners adopt the following:

**FINDINGS**

1. The sale of such land is allowed under RCW 36.34.010
2. Due and proper notice of said hearing was given as provided by law, RCW 36.34.040
3. Due and proper notice of the continued hearing was provided in accordance with RCW 42.30
4. No objections to the proposed sale of surplus county property were received during the hearings

**DECISION**


NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Pacific County Commissioners that the property described as County Parcel #14093214000, #14093214015, #71024001000, and #14093332035 is hereby declared surplus to the needs of Pacific County; and

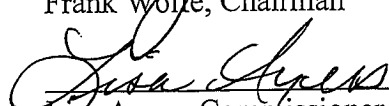
NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED that the Milne Rock Quarry Site will be sold by sealed bid to the highest and best bidder at a minimum price of \$80,000 on the 10<sup>th</sup> day of May, 2016, at 10:00AM or as soon thereafter as possible and the County Treasurer, or authorized deputy, will supervise the sale of said property.

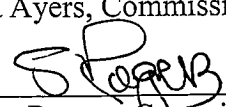
PASSED by the Board of Pacific County Commissioners meeting in continued session this 14<sup>th</sup> day of March, 2016 at South Bend, Washington, by the following vote then signed by its membership and attested to by its Clerk in authorization of such passage:

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT.

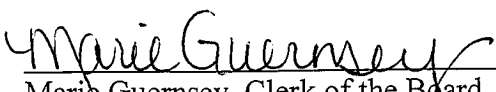
BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

  
Frank Wolfe, Chairman

  
Lisa Ayers, Commissioner

  
Steve Rogers, Commissioner

ATTEST:

  
Marie Guernsey, Clerk of the Board

## AGENDA REQUEST FORM

REQUESTED MEETING DATE:

04/12/16

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-05-16
<b>NARRATIVE OF REQUEST</b> Pages 1-3 of the Project Prospectuses for Sandridge Road Resurfacing Project MP 8.30 - 10.52 and Safety Guardrail Project 2016 for execution. A new FHWA/WSDOT requirement is that the revised Prospectus document be part of the construction funding packet.  Both projects are scheduled for construction this summer.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Project Prospectus for Sandridge Road Resurfacing Project and the Project Prospectus for the 2016 Safety Guardrail Project and authorize Chair to sign	



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

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

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #:

15

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review

☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 3-31-16

#### NARRATIVE OF REQUEST

Interagency Agreement with Pacific Conservation District for the Rue Creek Salmon Restoration Project  
WCRI Project No. 15-1533R.

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

Approve Interagency Agreement with Pacific Conservation District for the WA Coast Restoration  
Initiative Project No. 15-1533R/Rue Creek Salmon Restoration Project

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): WCRI Project No. 15-1533R Rue Creek Salmon Restoration Project Rue Creek Road No. 47510 at MP 1.68 and MP 2.01	
Indicate type:	
<input checked="" type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe) :
To be located at: _____	
Exceptionsto Bidding (Please provide appropriate documentation):	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
- Copy of Intergovernmental Agreement with other agency	
- Confirmation that vendor agrees to participation	
- Documentation that contract was awarded in compliance with bidding law	
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input checked="" type="checkbox"/> Other (please describe): <u>Interagency Agreement</u>	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): \$150,000 total	
TOTAL TAX: N/A	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: 104 .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will supplemental be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DESCRIBE MATCH:	\$15,000
MATCHING FUNDS REQUIRED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
AMOUNT OF MATCHING FUNDS:	\$135,000

# **INTERAGENCY AGREEMENT**

**Between  
Pacific County  
and the**

**Pacific Conservation District**

## **WCRI PROJECT NO. 15-1533R RUE CREEK SALMON RESTORATION PROJECT RUE CREEK COUNTY ROAD NO. 47510 AT MP 1.68 (east site) AND MP 2.01 (west site)**

This agreement is by and between Pacific County, P.O. Box 187, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (hereinafter "the District").

### **WITNESS THAT**

WHEREAS, the Washington State Legislature funded the Washington Coast Restoration Initiative (WCRI) to support restoration projects and local jobs on the coast, and

WHEREAS, the Pacific Conservation District was established in 1948 to implement natural resource conservation practices within the boundaries of the District, and

WHEREAS, the Pacific Conservation District as the Project Sponsor has executed WCRI Project No. 15-1533R titled Rue Creek Salmon Restoration Project with the Washington State Recreation and Conservation Office, and

WHEREAS, the projects are located on Rue Creek County Road No. 47510 at MP 1.68 (east site) and MP 2.01 (west site), and

WHEREAS, the COUNTY has authority under Washington State Law as set forth in RCW 36.74.020 pertaining to operations of public roads;

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

### **1. PURPOSE**

Replace cross culverts on Rue Creek County Road No. 47510.

### **2. SCOPE OF THE WORK**

The DISTRICT has entered into Funding Board Project Agreement (Project Number 15-1533R – Rue Creek Salmon Restoration Project) with the Washington State Recreation and Conservation Office (RCO). The DISTRICT shall be responsible for completing the project deliverables as specified in the Washington Coast Region Lead Entity Scope of Work Template July 1, 2015 – June 30, 2017 (Scope of Work).

The DISTRICT shall:

- Complete the scope of work and project deliverables by the deadlines as described within the Scope of Work. Should it not be possible to meet the deadlines, the DISTRICT shall notify the County and RCO prior to the due date and propose a revised deadline.
- Include the COUNTY in any communication between RCO and the DISTRICT regarding any of the following: Scope of Work, funding or budget, or agreement. This will include forwarding copies of letters, etc., sent from RCO to the DISTRICT.
- Respond promptly to any communication from the COUNTY.

The COUNTY shall:

- Provide crews as necessary to conduct on site survey, and to provide traffic control during design related field investigations.
- Participate as a member of the design team, provide design requirements and review design documents.
- Provide construction inspection services
- Complete any right of way transactions deemed necessary related to the project footprint.
- Respond promptly to any communication from the DISTRICT.

The DISTRICT have begun the design and specification documents for Project No. 15-1533R that includes the removal and replacement of culverts on Rue Creek Road No. 47510 at MP 1.68 and MP 2.01.

The DISTRICT will accomplish all work necessary to coordinate, control, permit, design and construct the project in accordance with Pacific County Standards, Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, the Federal Highway Administration Standards, and AASHTO Standard Specifications for Highway Bridges and any other applicable laws and the following requirements:

#### **PRE-CONSTRUCTION**

- Portions of the project are located within a Pacific County right of way and will be constructed in conformance to the County Engineer approved design and specification documents cited in the first paragraph of this section of the AGREEMENT.
- A "Pacific County Public Works Permit to Work in County Right of Way" must be obtained before any such work commences.
- Copies of all required permits associated with public improvements must be provided.
- The project affects utility and infrastructure facilities that are located in the public right of way. Issues relating to the design, construction, coordination



and/or relocation efforts for the effects caused by the project must be adequately resolved before construction will be allowed to begin in the public right of way.

- A set of plans and specifications meeting County requirements must be submitted to the County Engineer for his evaluation and written approval before work may commence.
- Plans and specifications for the public improvement will be designed under the direct supervision of a licensed engineer qualified to perform such work. This design shall conform to the applicable portions and latest editions of (1) County Road Standards, (2) Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, and (3) AASHTO Standard Specifications for Highway Bridges.
  - Important bridge design criteria from these specifications that are noted here for emphasis are:
    - The bridge must be designed to pass a 100-year flood
    - Appropriate seismic analysis is required
    - A scour analysis must be performed
    - Design for bridge foundation elements must be based upon a geotechnical evaluation
    - A load factor rating analysis conforming to the requirements of the Washington State Department of Transportation is required
    - Guardrail end treatments for the approach to the structure must be part of the design. Approach road lengths necessary to connect the new bridge into the existing road at the appropriate design speed (50 mph for flat terrain) will be designed. In no case will the taper length used to transition the new bridge approaches into the existing roadway be less than 100 feet.
  - Additional design requirements
    - Bridge span length shall be greater than 20 feet in order to assure that the structure may be placed on the National Bridge Inventory System
    - Width of the bridge for vehicular traffic shall be a minimum of 26 feet clear "curb face to curb face" (this width is less than that specified in the County Road Standards, however, 26 feet is the width specified by WSDOT for a similar State and Federally funded County bridge project.
    - Concrete will be the material used for the main features of the bridge unless the engineer can demonstrate a superior alternative

- The bridge deck must have a finished wearing course with a 2% crown that is constructed with concrete or asphalt.

### **CONSTRUCTION**

- A copy of up to date "as built" drawings must be kept at the project site at all times during construction.
- Informational notice of road work shall be published in the local publication and posted at the site along with notification to the local residents that may be impacted by the construction.
- DISTRICT representatives must arrange a pre-construction meeting with the project engineer, contractor, County representative, utility representatives and other affected parties before construction will be allowed to begin.
- Proof that the contractor has provided adequate performance and payment security for the project in the amount of the full value of the public improvements portion of the project is required before construction may commence within the County right of way.
- Proof that the contractor has adequate liability insurance (with the County named as additional insured) must be provided before work begins in the public right of way.
- A warranty bond guaranteeing construction of public improvements for two years following final acceptance of these improvements is required.
- Project quality control and material testing must conform to the applicable portions of the Standard Specifications noted above.

### **POST CONSTRUCTION**

- A final walk through must be conducted with the County Engineer, utility representatives and others before public improvements can be considered for acceptance.
- Final acceptance of public improvements must be in writing. Once all requirements are completed, acceptance will be issued in writing.
- A complete set of "as built" drawings must be provided before final acceptance of the public improvement.

### **3. EVALUATION AND MONITORING**

- A. The Conservation District shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. The District will retain all books,

records, documents and other material relevant to this AGREEMENT for six (6) years after expiration of this AGREEMENT.

- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the DISTRICT with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this AGREEMENT. These right shall last for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.

#### **4. 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 DISTRICT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the DISTRICT agrees to make them promptly available to the COUNTY. If the DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT (a) of the request and (b) of the date that such information will be released to the requester unless the DISTRICT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the DISTRICT 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 DISTRICT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the DISTRICT for releasing records not clearly identified by the DISTRICT as confidential or proprietary. The COUNTY shall not be liable to the DISTRICT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The DISTRICT shall, to the maximum extent permissible by law, hold harmless and indemnify the COUNTY against any third-party claims for the release of records that the DISTRICT did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

#### **5. FUNDING AND CONTRIBUTIONS**

The DISTRICT successfully received a WCRI grant totaling \$962,360, administered through the Washington State Recreation and Conservation Office (RCO) – Prism

Project #15-1533R. The project sponsor is the Pacific Conservation District, sponsor match included in the grant agreement is \$50,000 from Pacific County for a total Agreement of \$1,012,360.

Pacific County will commit a maximum of \$150,000 as match to the project which includes; (1) \$15,000 of donated labor for county engineering work (contract, survey work, traffic control, construction inspection, etc.) and (2) \$135,000 in cash inclusive of the \$50,000 shown as the sponsor match in the DISTRICT's grant agreement with RCO. Prior to reimbursement to the DISTRICT for the cash funding (\$135,000), proof of costs will be presented to the COUNTY for review. The costs will be reviewed by the County Engineer and Accounting Manager and a voucher prepared payable to the DISTRICT for appropriate incurred costs. The COUNTY will submit documentation of donated labor costs to the DISTRICT on a regular monthly basis.

**6. EMPLOYMENT RELATIONSHIPS**

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

**7. MUTUAL INDEMNITY**

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its 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 are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed official, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

**8. ENTIRE AGREEMENT**

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

**9. AGREEMENT MODIFICATIONS**

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

**10. AGREEMENT PERIOD**

The provisions of this AGREEMENT are to commence on the date executed and shall continue until June 30, 2017. This notice requirement shall not limit either party's ability to terminate this AGREEMENT as per the conditions specified within Section 11.

**11. TERMINATION OF AGREEMENT**

The DISTRICT and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least thirty (30) days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the DISTRICT has violated any of the provisions herein, or if the COUNTY deems the DISTRICT'S performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the DISTRICT pursuant to this AGREEMENT shall, at the option of the COUNTY become its property, and the DISTRICT will be paid for services performed up to the date of the AGREEMENT termination. Notwithstanding the above, the DISTRICT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the DISTRICT. The COUNTY may withhold any payment to the DISTRICT for the purposes set forth until such time as the exact amount of damages due to the COUNTY from the DISTRICT is determined.

**12. SPECIAL PROVISION**

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

**13. SEVERABILITY**

In the event any provision, or any portion thereof, contained in this AGREEMENT is held to unconstitutional, invalid or unenforceable, 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.

**14. DISPUTE RESOLUTION**

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

**15. GOVERNING LAW AND VENUE**

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

**16. COSTS AND ATTORNEY FEES**

In the event legal action is brought with respect to this contract, the prevailing party shall be awarded its costs and attorney's fees in an amount to be determined by the Court as reasonable.

**17. ADMINISTRATION**

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

The District:           Mike Nordin  
                              Pacific Conservation District  
                              P.O. Box 336  
                              South Bend, WA 98586

The County:           Michael W. Collins, Director/County Engineer  
                              Pacific County, Department of Public Works  
                              211 North Commercial Street  
                              Raymond, WA 98577

Address changes by either party must be provided by written notice to the other in the manner set forth above.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF PACIFIC COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Frank Wolfe, Chair

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Steve Rogers, Commissioner

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA#

PACIFIC CONSERVATION DISTRICT

\_\_\_\_\_  
Mike Nordin



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

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

REQUESTED MEETING DATE:  
4/12/2016

## 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: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW - ERR

DIVISION (if applicable): 502

OFFICIAL NAME & TITLE: Andi Harland

PHONE / EXT: 2274

SIGNATURE: 

DATE: 1-23-16

#### NARRATIVE OF REQUEST

For the Boards consideration, DPW requests to purchase a 2011 Leeboy Asphalt Paver. Total with tax and delivery NTE \$98,000.00. Funding for the purchase will be allocated funds in the 2016 ERR budget and excess reserves from equipment purchases made this year (244 & 242).

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

Approve purchase of a 2011 Leeboy Asphalt Paver, in the amount of \$98,000 including tax and delivery, 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:

4/12/16

## 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

☐ 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"/> SOC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: *Michael Collins*

DATE: 3-30-16

### NARRATIVE OF REQUEST

Request to advertise for temporary engineering aides for summer construction season. Emphasis will be on college students continuing their education. These workers will assist in the engineering field, flag with the road crew and work on flood control projects. They will be required to possess a valid Driver's License, obtain a valid flagging card and be at least 18 years of age.

The positions will be defined as "casual positions" in conjunction with 367 and 367C labor contracts and their rate of pay will be defined by Resolution No. 2007-018.

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

Approve advertising for temporary engineering aides for summer construction season, subject to adequate budget appropriations

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  
RESOLUTION NO. 2007-018

**A RESOLUTION ADJUSTING THE COMPENSATION RATES TO BE PAID AND THE BENEFITS TO BE PROVIDED PERSONS EMPLOYED IN WASHINGTON PUBLIC EMPLOYEES' RETIREMENT SYSTEM INELIGIBLE POSITIONS BY PACIFIC COUNTY AND RESCINDING RESOLUTION NO. 2005-011**

WHEREAS, various provisions in the laws of the State of Washington authorize the county legislative authorities to set the salaries and provide appropriate benefit plans and payments for the employees of their respective counties; and

WHEREAS, certain operations benefit from the use of persons employed in casual, project (seasonal) and temporary positions; and

WHEREAS, the Washington Public Employees' Retirement System ("PERS") was created for the employees of the State of Washington and its political subdivisions; and

WHEREAS, the union contracts with Local 367 and Local 367C and the Personnel Policy define "casual, project (seasonal) and temporary positions"; and

IT IS HERE RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, the County Legislative authority for Pacific County, Washington that the mentioned occupations will be compensated as follows:

CLASSIFICATION	HOURLY RATE
Clerical Aide	\$8.50
Engineering Aide	\$9.00 - \$11.00
General Facilities Division Worker	\$9.00 - \$11.00
Maintenance (Roads/Bridges or Repair Shop) Division	\$10.00 - \$12.00

IT IS FURTHER RESOLVED the starting salary for the classification will be determined by the Director/Administrator; and

IT IS STILL FURTHER RESOLVED the occupants in these PERS ineligible positions will be afforded only the fringe benefits the employer is mandated to provide by federal and/or state law (i.e., social security, industrial insurance, etc); and

IT IS STILL FURTHER RESOLVED Resolution No. 2005-011 is hereby rescinded, this resolution shall be deemed to become effective the 1<sup>st</sup> day of May, 2007 and shall remain in effect until formally amended or repealed.

DATED THIS 24<sup>th</sup> day of April, 2007

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Jon C. Kain  
Chairman

W.B. Cuyler  
Commissioner

Ch. E. Hurdock  
Commissioner

ATTEST:

Dorothy K. Brown  
Clerk of the Board

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### NARRATIVE OF REQUEST

Attached for your review is the Certification of Applicant Match form for the South Willapa Bay Access Project, Recreation and Conservation Office Project No. #14-1086 for the improvements at 95th Street. Please authorize my signature on this form. The Contract will follow and be presented in a separate request.

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

Approve Certification of Applicant Match form pertaining to the South Willapa Bay Access (95th Street) Project with Recreation and Conservation Office and authorize Director/County Engineer to sign

Name of Contractor: \_\_\_\_\_

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
95th Street South Willapa Bay Access Project - RCO#14-1086

Indicate type:

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

Contractor Type (check all that apply):

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

Please indicate appropriate Tax id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$61,996

TOTAL TAX: \_\_\_\_\_

TOTAL SHIPPING/HANDLING: \_\_\_\_\_

EXPENDITURE FUND #: \_\_\_\_\_XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☒ Yes ☐ No

DESCRIBE MATCH: \_\_\_\_\_

MATCHING FUNDS REQUIRED? ☒ Yes ☐ No

AMOUNT OF MATCHING FUNDS: 50% match

## Certification of Applicant Match

Organization Name County of Pacific  
Project Name South Willapa Bay Access  
Project Number 14-1086

The sources and amounts of our matching share will be:

Source of Match	Amount
Pacific County Public Works	\$ 30,998
Total	\$ 30,998

As the authorized **financial** representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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:

APRIL 12, 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: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE

DATE: MARCH 28, 2016

### NARRATIVE OF REQUEST

Happy Destiny Campout has requested the use of Morehead Park for July 22-24, 2016. Happy Destiny Campout has used Morehead Park each summer since 2012. The Parks Department respectfully asked for Board approval and that Chairman sign the Special Use Agreement.

RECEIVED  
PACIFIC COUNTY

MAR 29 2016

GENERAL ADMINISTRATOR  
BOARD OF COMMISSIONERS

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

Approve Special Use Agreement with Happy Destiny for use of Morehead Park July 22-24, 2016 and authorize Chair to sign

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): _____	
<input type="checkbox"/> <b>W-9 Attached</b> for all vendors/contractors (County issuing payment to) <input type="checkbox"/> <b>Certificate of Insurance Attached</b> (if required)	
Indicate type <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
<b>Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other (Describe) : _____	
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Insurance/Bonds  <input type="checkbox"/> Single (Sole) Source Purchase*  <u>*Resolution Required</u> </div> <div> <input type="checkbox"/> Emergency Event (Purchases/Public Works)  <input type="checkbox"/> Special Facilities/Market Conditions         </div> </div>	
<input type="checkbox"/> <b>PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")</b> 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	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> RFP</div> <div style="width: 50%;"><input type="checkbox"/> RFQ</div> <div style="width: 50%;"><input type="checkbox"/> Franchise</div> <div style="width: 50%;"><input type="checkbox"/> Annexation</div> <div style="width: 50%;"><input type="checkbox"/> Ordinance</div> <div style="width: 50%;"><input type="checkbox"/> Resolution</div> <div style="width: 50%;"><input type="checkbox"/> Appeal</div> <div style="width: 50%;"><input type="checkbox"/> Inventory Acquisition/Disposal</div> <div style="width: 50%;"><input type="checkbox"/> Tort Claim</div> <div style="width: 50%;"><input type="checkbox"/> Call for Bids</div> <div style="width: 50%;"><input type="checkbox"/> Open Space</div> <div style="width: 50%;"><input type="checkbox"/> Post, Advertise, &amp; Fill Position</div> <div style="width: 50%;"><input type="checkbox"/> Other (please describe): _____</div> </div>	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>    	
<div style="display: flex; justify-content: space-between;"> <div>TOTAL COST/AMOUNT (include sales &amp; use tax): _____</div> <div>TOTAL TAX: _____</div> </div>	
<div style="display: flex; justify-content: space-between;"> <div>TOTAL SHIPPING/HANDLING: _____</div> <div>EXPENDITURE FUND #: _____ XXX.XXX.XX.XX</div> </div>	
<div style="display: flex; justify-content: space-between;"> <div>EXPENDITURE BUDGETED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</div> <div>SUPPLEMENTAL REQUIRED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</div> </div>	
<div style="display: flex; justify-content: space-between;"> <div>IN-KIND MATCH REQUIRED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</div> <div>DESCRIBE MATCH: _____</div> </div>	
<div style="display: flex; justify-content: space-between;"> <div>MATCHING FUNDS REQUIRED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</div> <div>AMOUNT OF MATCHING FUNDS: _____</div> </div>	

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

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of February, 2016,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
MARCUS SORLIE hereinafter referred to as "PERMITTEE".

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

County Facility: Camp Morehead

Event Date(s): July 22, 23, and 24, 2016

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

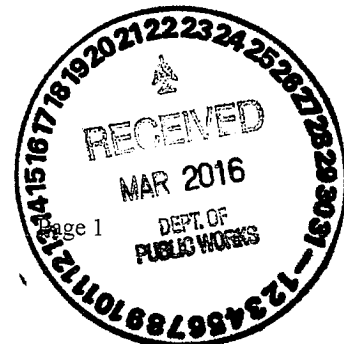
The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

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

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied





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

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

PERMITTEE

Marcus Sorli  
Signature

Title

2.28.16  
Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

## Special Event Application

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

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

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

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

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Happy Destiny Campout
2. Description of event: Campout with people  
from self-help groups
3. Location of event: Camp Morehead
4. Dates of event: \_\_\_\_\_ Hours of operation: Noon to Noon
5. Has the event been held previously? Yes Dates: 2015, 2014, 2013, 2012
6. Estimated attendance: 60
7. Name and address of Event Representative: Mrs. Sue LIE  
Box 363 Ethel, Wa. 98542
- Cell Phone Number: 360 219 5889 Office Number: 360 219 8498
8. Emergency contact name and phone number: Patricia McNeal  
360-262-3233

Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		✓		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		✓		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		✓		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		✓		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		✓		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		✓		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		✓		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		✓		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		✓		If yes, attach a map of their route.
Will there be tickets sold to attend the event?	✓			If yes, please note the cost of the event. <i>MANY OF THE ATTENDEES ARE OLDER - 5 HRS</i>
Do you have an informational flyer advertising the event?	✓			If yes, please attach a copy.
Will there be food served?		✓		If yes, attach copy of food service permit. <i>pot lucks</i>
Will additional bathroom facilities be used?		✓		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?	✓			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste. <i>You provide one large can</i>
Will a temporary structure be erected for this event?		✓		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	✓			<b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b>

## WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

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

## SWORN STATEMENT OF COMPLIANCE

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

Marius G. Sorlie      2-28-2016  
Signature of Applicant/Representative      Date

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

Name: Michaelle Sorlie      Contact #: 360-219-8498

Name: \_\_\_\_\_      Contact #: \_\_\_\_\_

Name: \_\_\_\_\_      Contact #: \_\_\_\_\_

Name: \_\_\_\_\_      Contact #: \_\_\_\_\_

**PACIFIC COUNTY**  
**ALCOHOL USE POLICY FOR FACILITY RENTALS**

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Happy Destiny Campout NP  
Organization

\_\_\_\_\_  
Chairman

MARLUS SORLIE  
Printed Name

ATTEST:

Marius Sorlie 2-28-16  
Signature Date

\_\_\_\_\_  
Clerk of the Board Date

**NO ALCOHOL !**

**RENEWAL**  
**Deluxe Homeowners**  
**Policy Declarations**

**Summary**

<b>NAMED INSURED(S)</b> Marcus E & Michaelle R Sorlie PO Box 363 Ethel WA 98542-0363	<b>YOUR ALLSTATE AGENT IS:</b> Aag Insurance PO Box 936 Chehalis WA 98532	<b>CONTACT YOUR AGENT AT:</b> (360) 748-8855
<b>POLICY NUMBER</b> 0 64 089546 12/09	<b>POLICY PERIOD</b> Begins on Dec. 9, 2015 at 12:01 A.M. standard time, with no fixed date of expiration	<b>PREMIUM PERIOD</b> Dec. 9, 2015 to Dec. 9, 2016 at 12:01 A.M. standard time
<b>LOCATION OF PROPERTY INSURED</b> 126 Costi Dr, Chehalis, WA 98532-8415		
<b>MORTGAGEE</b> • JPMORGAN CHASE BANK NA ITS SCRS &/OR ASSIGNS ATIMA P O Box 100564 Florence SC 29502-0564 <i>Loan #0005164421</i>		

**Total Premium for the Premium Period** *(Your bill will be mailed separately)*

Premium for Property Insured	\$913.00
<b>TOTAL</b>	<b>\$913.00</b>

PROP \*510004615102353000620802\*



Information as of  
October 23, 2015

**Page 1**  
WA070RBD

# Allstate Insurance Company

Policy Number: 0 64 089546 12/09      Your Agent: Aag Insurance (360) 748-8855  
For Premium Period Beginning: Dec. 9, 2015

## POLICY COVERAGES AND LIMITS OF LIABILITY

COVERAGE AND APPLICABLE DEDUCTIBLES (See Policy for Applicable Terms, Conditions and Exclusions)	LIMITS OF LIABILITY	
Dwelling Protection - with Building Structure Reimbursement Extended Limits • \$250 All Peril Deductible Applies	\$159,687	
Other Structures Protection • \$250 All Peril Deductible Applies	\$15,969	
Personal Property Protection - Reimbursement Provision • \$250 All Peril Deductible Applies	\$111,781	
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$300,000	each occurrence
Guest Medical Protection	\$1,000	each person

**DISCOUNTS** Your premium reflects the following discounts on applicable coverage(s):  
Protective Device                      5 %                      Claim Free                      10 %

## RATING INFORMATION

The dwelling is of Frame construction and is occupied by 1 family

# Allstate Insurance Company

Policy Number: 0 64 089546 12/09 Your Agent: Aag Insurance (360) 748-8855  
For Premium Period Beginning: Dec. 9, 2015

## Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Deluxe Homeowners Policy form AP49-1
- Amendment of Policy Provisions form AP4710
- Bldg. Struct. Reimb. Ext. Limits End. form AP357
- Lender's Loss Payable Endorsement form AU319

## Important Payment and Coverage Information

Coverage A - Dwelling Protection includes an approximate increase of \$1,000 due to the Property Insurance Adjustment provision using the Marshall Swift Boeckh Publications Building Cost Index. Coverage C - Personal Property Protection adjusted accordingly.

It is time to renew your policy. If no changes are made to your coverage before December 9, 2015 the minimum amount due on or before December 9, 2015 will be one-twelfth (1/12) of your \$913.00 renewal premium plus any outstanding balance from your current policy and any applicable installment fee(s). You can make your payment at your agent's office or you can wait until you receive your next bill and mail your payment at that time. You should receive that bill approximately two weeks before your December 9, 2015 due date.

IN WITNESS WHEREOF, **Allstate** has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of **Allstate**.



Thomas J. Wilson  
President



Mary J. McGinn  
Secretary

PROP \*510004615102353000620803\*



Information as of  
October 23, 2015

Page 3  
WA070RBD





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:

APRIL 12 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

☐ 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: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: MARCH 30, 2016

### NARRATIVE OF REQUEST

The Parks Department is requesting authorization to purchase a John Deere D130 Lawn Mower in the amount of \$2,487.91, which includes sales tax, from Washington Tractor, which company is listed with the State Contract.

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

Approve purchase of John Deere D130 lawn mower for parks in the amount of \$2,487.91, including sales tax from state contract, subject to adequate budget appropriations

Name of Contractor: \_\_\_\_\_

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

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

Indicate type ☐ Intergovernmental/Interagency

☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement

☐ Interoffice/Interdepartmental

☐ State Contract

Contractor Type (check all that apply):

☐ For-Profit

☐ Private Organization/Individual

☐ Non-Profit

☐ Public Organization/Jurisdiction

☐ State

☐ Sub-Recipient

☐ Federal

☐ Other

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

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000)

☐ Limited PW Process (<\$40,000)

☐ Small PW Process (<\$300,000)

☐ PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids)

☐ \$5,000-\$25,000 (use small works roster)

☐ >\$25,000 (competitive bids)

Services / Leases:

☐ Architectural & Engineering

☐ Personal Services

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

☐ Lease (Real

☐ Telecomm & Data Processing

☐ Other (Describe):

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds

☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase\*

☐ Special Facilities/Market Conditions

\*Resolution Required

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

Please attach the following:

- Copy of Intergovernmental Agreement with other agency

- Confirmation that vendor agrees to participation

- Documentation that contract was awarded in compliance with bidding law

- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP

☐ RFQ

☐ Franchise

☐ Annexation

☐ Ordinance

☐ Resolution

☐ Appeal

☐ Inventory Acquisition/Disposal

☐ Tort Claim

☐ Call for Bids

☐ Open Space

☐ Post, Advertise, & Fill Position

☐ Other (please describe): \_\_\_\_\_

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?

☐ Yes ☐ No

SUPPLEMENTAL REQUIRED?

☐ Yes ☐ No

IN-KIND MATCH REQUIRED?

☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?

☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:



---

### Quote Summary

**Prepared For:**

Pacific County  
1016 Commercial St  
Raymond, WA 98577

**Prepared By:**

Kevin Hochstetler  
Washington Tractor, Inc.  
5015 Olympic Highway  
Aberdeen, WA 98520  
Phone: 360-533-6393  
khochstetler@washingtontractor.com

---

**Quote Id:** 12977695  
**Created On:** 19 March 2016  
**Last Modified On:** 19 March 2016  
**Expiration Date:** 18 April 2016

---

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE D130 Lawn Tractor	\$ 2,293.00 X	1 =	\$ 2,293.00

---

<b>Equipment Total</b>			<b>\$ 2,293.00</b>
------------------------	--	--	--------------------

---

**Quote Summary**

Equipment Total	\$ 2,293.00
SubTotal	\$ 2,293.00
Sales Tax - (8.50%)	\$ 194.91
Total	\$ 2,487.91
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 2,487.91

---

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

---

Confidential



JOHN DEERE

## Selling Equipment

Quote Id: 12977695

Customer: PACIFIC COUNTY

### JOHN DEERE D130 Lawn Tractor

Hours:

Stock Number:

				Selling Price
				\$ 2,293.00
Code	Description	Qty	Unit	Extended
0839GX	D130 Lawn Tractor	1	\$ 1,899.00	\$ 1,899.00
Standard Options - Per Unit				
001F	United States (49)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
BG20776	6.5 Bushel Hopper and Chute for 100 Series, 42 In.	1	\$ 349.00	\$ 349.00
Dealer Attachments Total				\$ 349.00
Customer Discounts				
Customer Discounts Total			\$ 45.00	\$ 45.00
Total Selling Price				\$ 2,293.00

Confidential

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item#: \_\_\_\_\_

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW, on Behalf of Flood Control Zone District No. 1 DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 3-30-16

### NARRATIVE OF REQUEST

Accept Access Agreement from Abston Hendricksen Land & Timber Company, Inc. for drainage easement north of 227th to P Street. Following acceptance the document will be recorded with the Pacific County Auditor.

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

Accept Access Agreement with Abston Hendricksen Land & Timber Company, Inc. for a drainage easement north of 227th to "P" Street

Return to:

Pacific County Department of Public Works  
PO Box 66  
South Bend, WA 98586

#### ACCESS AGREEMENT

The undersigned, **ABSTON HENDRICKSEN LAND & TIMBER COMPANY, INC**, does hereby convey and grant to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", access to perform stormwater maintenance on the existing drainage ditch. The access is provided to enter the property along the existing Loomis ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

The access is provided for entry on Tax Parcel No. 11110421000 and Tax Parcel No. 11110450301 in Section 4, Township 11 North, Range 11 West, W.M., Pacific County, Washington, as recorded under Auditor Fee No. 3162476 on file in the office of the Pacific County Auditor.

The terms of this access are as follows:

1. The access points from U Street and Highway State Route 103 shall be mutually agreed upon before the GRANTEE enters the property.
2. GRANTEE, its agents, independent contractors, and invitees shall use the access for installation, maintenance and repair of a stormwater conveyance system therein.
3. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.
4. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.
5. GRANTOR reserves the right to use the area to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall not construct or maintain any building, structure or improvement which would interfere with the rights herein described.

6. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the access.
7. GRANTOR and GRANTEE agree that construction of any permanent control structures or devices, other than roads, shall be addressed in a future "Easement Agreement".

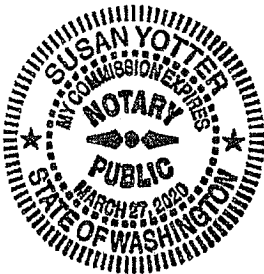
IN WITNESS WHEREOF the undersigned has executed this instrument this 30 day of March, 20 16.

  
JASON ABSTON, PRESIDENT  
ABSTON HENDRICKSEN LAND AND TIMBER CO., INC.

STATE OF WASHINGTON )(   
COUNTY OF PACIFIC )(

On this day personally appeared before me Jason Abston known to be the President of Abston Hendricksen Land & Timber Co., Inc. the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of March, 20 16.



Susan Yotter  
Notary Public in and for the State of Washington  
Residing at Eatonville, WA  
Commission Expires 03-27-2020



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

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

**REQUESTED MEETING DATE:**

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: x2656
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST	
<p>The Department is requesting approval to increase Brandi Keightley to 1.0 FTE from 0.8 FTE, effective May 1. The increase would primarily be covered by permit fees.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve increase of Brandi Keightley, Administrative Asst. II, to 1.0 FTE, effective May 1, 2016, subject to adequate budget appropriations</p>	





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

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

REQUESTED MEETING DATE:

04/12/16

## AGENDA REQUEST FORM

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

Agenda Item#: 24

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD

DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 875-9356

SIGNATURE:

DATE: 3/30/2016

#### NARRATIVE OF REQUEST

The Department requests approval to advertise and interview for the Litter Crew lead and youth positions, provided that a litter supervisor is hired.

It is anticipated that there will be two three-youth crews, each working 4 weeks. The crew lead would work the total 8 week period. The start date is expected to be June 20th and end on August 11th.

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

Approve advertising and interviewing for the Litter Crew Lead and youth positions



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Phone 360/875.9337 / Fax 360/875.9335

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

**REQUESTED MEETING DATE:**

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): Admin

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: x2656

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### NARRATIVE OF REQUEST

The Department requests that the Board rescind Resolution No. 2014-029 and approve a new resolution to establish the petty cash fund in Fund 142 from Fund 116.

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

Adopt Resolution 2016-011 re-establishing the petty cash fund in Fund 142 and rescinding Resolution 2014-029

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

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION TRANSFERRING A PETTY CASH FUND OF \$500  
FOR DEPARTMENT OF COMMUNITY DEVELOPMENT**

**WHEREAS**, the Pacific County Department of Community Development was funded through the Current Expense Fund 116 which was closed and new Fund 141, 142, and 143 created per Resolution No. 2014-024; and,

**WHEREAS**, the Department of Community Development accepts credit card payments; and

**WHEREAS**, the acceptance of credit card payments requires a separate bank account from the County's account which requires a minimum balance of \$500.00; and,

**WHEREAS**, the petty cash fund was established under Resolution 2014-029 in Fund 116.

**BE IT HEREBY RESOLVED** by the Board of County Commissioners, that County Auditor and County Treasurer are authorized to close the petty cash fund under 116 and create a new petty cash fund under Fund 141.

**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 by to 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

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

**REQUESTED MEETING DATE:**

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: x2656
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST	
<p>The Department is requesting approval to advertise and hire a full-time temporary employee for solid waste education. The position is grant funded and will focus on development and implementation of waste reduction and recycling program education, such as event recycling and a educational booth at the Pacific County fair.</p> <p>The position is anticipated to start in June and end in October.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve request to advertise and hire a full-time temporary, not to exceed five months, Environmental Health Technician , subject to adequate budget appropriations</p>	



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

REQUESTED MEETING DATE:  
4/12/2016

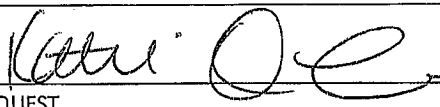
## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>27</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN / WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> SDC
	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Superior Court
	<input type="checkbox"/> Treasurer	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> WSU Ext.	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 3/28/2016
<b>NARRATIVE OF REQUEST</b>	
Requesting approval and signature of contract #OBSD- parent Engagement & Homeless Liaison. This contract is with Ocean Beach School District and will provide for homeless liaison and family engagement services as outlined in the statement of work. The contract begins April 1, 2016 and runs through end of next school year (6/17), but budget is only allocated through end of June 2016. I expect the state to add funds beginning July 2016 that will be used to extend the budget for this contract. This is considered a sole source contract as the funds provided to fund this (by the state) are designated by contract to be spent in the Ocean Beach School District. Current contract total is \$23,000. Supplemental will be required (new money came in from state, this is that new money going out- therefore no additional general fund request, just need to add to revenues/expenditures at next supplemental). Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u>	
Approve Contract with Ocean Beach School District to provide Parent Engagement & Homeless Liaison services, in the amount of \$23,000 and noting a supplemental will be required	



**Contract # OBSD- Parent Engagement & Homeless Liaison**

THIS CONTRACT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Pacific County**, hereinafter referred to as "COUNTY," and **Ocean Beach School District**, hereinafter referred to as "CONTRACTOR."

**TERMS AND CONDITIONS**

THE PURPOSE of this Agreement is to provide for the delivery of Family Engagement and Homeless Liaison services as described in this contract and in Attachment A- Statement of Work. The effective dates for this agreement shall begin April 1, 2016 and end June 31, 2017. The County and the CONTRACTOR agree to the terms and conditions set forth in the following provisions:

- 1) **CONTRACT REPRESENTATIVES:** Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Jenny Risner	Katie Lindstrom
Superintendent Ocean Beach School District	Deputy Director, Pacific County Public Health & Human Services
500 Washington Ave. South Long Beach, WA 98631 360-642-3739	7013 Sandridge Road Long Beach, WA 98631 360-642-9300 ex 2648

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

- 2) **PAYMENT:** All expenses under this program must be incurred and all program activities complete by June 30, 2016 for state fiscal year 2016, and June 30, 2017 for state fiscal year 2017. Payment to the CONTRACTOR for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. An invoice shall be submitted along with appropriate back up documentation, by the 15<sup>th</sup> of the month following the date of service to the Pacific County Health Department at PO Box 26 South Bend, WA 98585. Invoices received after July 15, 2017, will not be paid

- 3) STATEMENT OF WORK: The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in the Exhibit A- Statement of Work.
- 4) BUDGET: The award amount for this contract is outlined in exhibit B- Budget. County shall pay an amount not to exceed the amount shown on the exhibit B-Budget for the performance of all things necessary for or incidental to the performance of work as set forth in exhibit A- Statement of Work.
- 5) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336: The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 6) 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.
  - a. Disputes. Differences between the 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 their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.
  - b. Choice of Law, Jurisdiction and Venue. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in the Pacific County Superior Court.
  - c. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.



If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

- 7) BACKGROUND CHECKS: CONTRACTOR must maintain (and provide proof upon demand), of acceptable completion of a criminal background check (within the past 2 years) for any individual who works or volunteers as part of this program that will have supervised or unsupervised access to vulnerable adults or children.
- 8) COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
  - b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
  - c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
  - d. Discrimination-human rights commission, Chapter 49.60 RCW.
  - e. Ethics in public service, Chapter 42.52 RCW.
  - f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
  - g. Open public meetings act, Chapter 42.30 RCW.
  - h. Public records act, Chapter 42.56 RCW.
  - i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- 9) CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: "Confidential Information" as used in this section includes: All material provided to the Contractor by the County that is designated as "confidential" by the County; All material produced by the Contractor that is designated as "confidential" by the County; and All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- a. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- b. Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10) DEBARMENT: 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 Agreement/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the Agreement/Contract by the COUNTY.

11) DOCUMENTS ON FILE: Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Agency Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

- 12) EVALUATION AND MONITORING: The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County and State Auditor that are pertinent to the intent of this Contract. The County representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.
- 13) FINANCIAL MANAGEMENT SYSTEMS: Contractor's financial systems shall contain the following:
- a. Accurate, current and complete disclosure of the financial results of each contract;
  - b. Records that identify the source and application of funds;
  - c. Control over and accountability for all funds, property and other assets;
  - d. Comparison of actual outlays with budgeted amount for each contract;
  - e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
  - f. Procedures for determining reasonableness and allocability of costs;
  - g. Accounting records that are supported by source documentation;
  - h. Procedures for timely and appropriate resolution of audit findings and recommendations.
- 14) INDEMNIFICATION: To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the 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 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 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 Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- a. 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 Contract.
- b. Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this Contract.

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

- c. 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.
- d. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- e. 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).
- f. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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.

16) INDEPENDENT CAPACITY OF THE CONTRACTOR: The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in *Exhibit B-Budget* and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

17) 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.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

- 18) REPORTING: CONTRACTOR shall submit to the COUNTY performance and service reports via the Performance Based Prevention System (PBPS). PBPS Reports must be entered no later than the 10<sup>th</sup> day of the month following service for all months where the CONTRACTOR provides services under this contract.
- 19) MODIFICATION: Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.
- 20) NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
- 21) ORDER OF PRECEDENCE: In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Applicable federal and State of Washington statutes and regulations
  - b. Terms and Conditions
  - c. Statement of Work – *Exhibit A*
  - d. Budget – *Exhibit B*
- 22) 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.
- 23) TREATMENT OF ASSETS: The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder on certificates of title for motor vehicles.

A non-expendable personal property inventory report shall also be submitted to the County as requested. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

28. RECAPTURE: In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.
29. RECORDS MAINTENANCE: The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
30. TERMINATION FOR CAUSE/SUSPENSION: In the event that the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

31. TERMINATION FOR CONVENIENCE: The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.
32. TERMINATION PROCEDURES: After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
  - c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
  - d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

39. WAIVER: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.



40) AMENDMENTS: No provision of this Agreement may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.

41) ENTIRE AGREEMENT. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Wolfe, Chair

\_\_\_\_\_  
CONTRACTOR Tax Identification Number

\_\_\_\_\_  
Steve Rogers, Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST:

\_\_\_\_\_  
Prosecutor's Office      WSBA#

\_\_\_\_\_  
Marie Guernsey      Date  
Clerk of the Board

## **Exhibit A- Statement of Work**

CONTRACTOR agrees to provide the following services for Ocean Beach School District youth and their families: PARENT ENGAGEMENT & HOMELESS LIAISON

The Parent Engagement & Homeless Liaison serves as the liaison between school and parents, relaying the needs of one to the other; educates teachers and staff on how to communicate and work effectively with parents as equal partners; advises and trains parents on how to address issues with the leadership staff in school meetings; serves as a school-based intermediary contact for concerns and comments made by parents and community members; provides referrals to community-based services for families; expands opportunities for continued learning, voluntary community service and civic participation; develops community collaborations; promotes sharing of power with parents as decision-makers; helps parents understand the educational system so they can become better advocates for their children's education; and maintains parent resource center (where applicable.)

Responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education. Position assesses students and families; interprets laws relating to homeless students; works as a team member to develop intervention strategies; provides case management; monitors student progress; and makes referrals. Position also acts as a resource to school staff and conducts related training.

**Parent Engagement Resources:** Provides workshops, classes, and activities for parents at their local school(s) and/or district on a regular basis; recruits volunteers from the community to host various workshops and classes to speak directly with parents; provides materials such as event calendars, brochures, educational resources and DVDs; creates opportunities for parents who have limited English proficiency, a disability or are underrepresented because of social economics or racial barriers to participate in education initiatives and enrichment workshops; and provides technical assistance relating to parental involvement as needed locally or at the district level.

**Program Evaluation:** Conducts surveys to assess the needs of parents at their local school(s) and/or district; reviews annual reports to evaluate the effectiveness of their parent involvement programs; develops, analyzes, and distributes the results of parent surveys to the school's leadership team and county agencies.

**Compliance:** Keeps excellent records of all parent involvement activities, reports, surveys, funding, annual program evaluations, and communications to parents; ensures compliance of the school or district's parent involvement program with all state and federal guidelines.

**Program coordination and Collaboration:** Coordinates and implements research-based strategies for their local school(s) and/or district parent involvement program to engage parent in improving student achievement; collaborates with local, regional, and state organizations to create opportunities to help families understand school academic standards, assessments and

report cards; collaborates with parents, teachers, and the school's leadership team to develop a family-friendly school climate; collaborates with other parent engagement professionals such as parent mentors and early education school transition coaches or other designees; and promotes parents as partners by involving them in the decision-making process regarding parental involvement activities.

Essential Duties:

1. Interprets laws relating to homeless students and ensures the delivery of mandated services.
2. Assesses students identified as homeless and makes visits to living areas/shelters to assess the family environment.
3. Collaborates and conducts training with school staff to develop interventions for students identified as homeless and develops individualized service plans.
4. Implements case management services (including individual counseling); monitors student/family progress and status, and makes referrals to other professional staff members or community agencies as needed.
5. Serves as a liaison between schools and such agencies/facilities as homeless shelters, social services, court services, and the police department to coordinate assistance for homeless students.
6. Provides families with information related to the needs of their child and acts as a resource to parent/guardians by providing family support activities and communicating available services.
7. Acts as a resource to school-based administrators, guidance counselors, teachers, and health services personnel regarding homeless student, interpretation of homeless/school attendance policies and laws, and record-keeping requirements.
8. Conducts training to school staff on school laws as it relates to the homeless student population and recommends strategies for supporting the needs of these students.
9. Maintains necessary records ensuring confidentiality of students and their families and prepare related reports.
10. Takes part in opportunities for professional development at the local, regional, and/or state level with proper authorization; attends all local meetings and training pertaining to job duties; shares ideas and experiences with school or district staff, leadership team, and/or other parent professionals.
11. Coordinates recognition to parents and volunteers.
12. Conducts trainings with school staff during faculty meetings to determine school needs and shares updates on parent involvement best practices and proper administration.
13. Establish and maintain effective working relationships with students, parents, staff, and outside agencies and must have strong public speaking and presentation skills.
14. Must have the ability to work flexible hours including some nights and weekends.
15. Must have a valid driver's license and reliable transportation to be able to meet with families at their place of residence.

**Exhibit B- Budget**

<b>Fund Source</b>	<b>Funding Period</b>		<b>Total</b>
	<i>April 1, 2015-June 31, 2016</i>	<i>July 1, 2016-June 31, 2017</i>	
DBHR (PFS)	<i>\$15,000</i>	-	<i>\$15,000</i>
Millage	<i>\$8,000</i>	-	<i>\$8,000</i>
<b>Total</b>	<b><i>\$23,000</i></b>	-	



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

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

REQUESTED MEETING DATE:

## AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #: \_\_\_\_\_

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ 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: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE:

DATE: 3-21-2016

### NARRATIVE OF REQUEST

Requesting approval and signature for the 2016-17 one tenth of one percent (.1%) Sales Tax contracts. The following contracts are part of this request: WBH (Crisis Counselor, WV/South Bend School Mental Health Counselor, and Ocean Beach SD Mental Health Counselor), ESD 113 (Prevention/Intervention/Treatment for north county schools), Ocean Beach Hospital (Mental Health Prescriber Enhancement Plan), and Raymond School District (Counseling Curriculum). All contracts run through end of 2017. One remaining contract (with Coastal Community Action Program to provide supportive housing for individuals with mental illness) will be presented to you for your approval once I receive final word on the HUD Bonus funds application that was submitted for similar work (if we receive the HUD Bonus Funds, the contract with Coastal CAP will be \$19,600, if we do not, then the .1% contract with CCAP will be for \$50,000). I expect to hear if we receive the HUD Bonus Funds before the end of the month. All contract are the result of the .1% committee recommendations that were previously submitted to you. Please contact me with any questions at ex 2648. Thank you!

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

Approv 2016-17 One Tenth of One Percent Sales Tax Contracts with Willapa Behavioral Health, ESD 113, Raymond School District and Ocean Beach Hospital, subject to adequate budget appropriations

Name of Contractor: WBH, ESD 113, Raymond School District, and Ocean Beach Hospital

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

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

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

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

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

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

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

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

RFP completed Fall 2015

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING: 379,211

EXPENDITURE FUND #: 119 .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:

# THE .1% SALES & USE TAX CONTRACT BETWEEN "Pacific County" AND "Ocean Beach Hospital"

## PREAMBLE

This Contract (the "Contract") is made by and between **Pacific County** hereinafter referred to as the "County" and **Ocean Beach Hospital**, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The County has used its authority under RCW 82.14.460 to distribute additional sales and use tax of one-tenth of one percent for the delivery of mental health and chemical dependency services, and therapeutic courts.

The purpose of this Contract is to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders thereby lessening the burden to the County and city resources.

## SPECIAL TERMS AND CONDITIONS

### 1. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Larry Cohen	Katie Lindstrom
CEO Ocean Beach Hospital	Deputy Director, Pacific County Public Health & Human Services
174 First Avenue Ilwaco, WA 98624 360-642-6310	7013 Sandridge Road Long Beach, WA 98631 360-642-9300 ex 2648

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

### 2. CONTRACT AWARD

The award amount for this contract is outlined in exhibit A- Budget. County shall pay an amount not to exceed the amount shown on the in the exhibit A-Budget for the performance of all things necessary for or incidental to the performance of work as set forth in exhibit B- Scope of Work.

### 3. DURATION OF CONTRACT

The terms of this Contract and the performance of the Contractor shall commence on the **January 1, 2016** and terminate on the **December 31, 2017**, unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

### 4. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current Scope of Work –*Exhibit B* and are incorporated by reference.

## 5. BILLING PROCEDURES AND PAYMENT

The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly. All invoices shall be submitted no later than January 15, 2017 for services provided during the time period beginning January 1, 2016- December 31, 2016, and by January 15, 2018 for all services provided during the time period beginning January 1, 2017-December 31, 2017.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- a. **Duplication of Billed Costs.** The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- b. **Disallowed Costs.** The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-Contractors.

## 6. EVALUATION AND MONITORING

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Contract. The County representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

## 7. INSURANCE

Without limiting the Contractor's indemnification of County, and prior to Commencement of this Contract, Contractor shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the County.

- a. **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.
- b. **Professional Liability (Errors & Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. **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).
- d. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing



insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its sub-Contractors.

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.

#### **8. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder on certificates of title for motor vehicles.

A non-expendable personal property inventory report shall also be submitted to the County as requested. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

#### **9. TREATMENT OF CLIENT ASSETS**

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

#### **10. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. IRS Nonprofit Status Certification;
- h. Latest Agency Audit;
- i. Insurance policies required by Contractor;

- j. Indirect cost agreement, when applicable; and

#### **11. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

#### **12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and State of Washington statutes and regulations
- b. Special Terms and Conditions
- c. General Terms and Conditions
- d. Statement of Work – *Exhibit B*
- e. Budget – *Exhibit A*

## **GENERAL TERMS AND CONDITIONS**

### **13. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. "Subcontract" shall mean a separate contract between the Contractor and sub-Contractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- c. "Sub-Contractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "sub-Contractor(s)" mean sub-Contractor(s) in any tier.

### **14. ALL WRITINGS CONTAINED HEREIN**

Subject only to the terms of section 17 of these General Terms and Conditions, this Contract 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 be deemed to exist or to bind any of the parties hereto.

### **15. AMENDMENTS**

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

### **16. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **17. APPROVAL**

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

### **18. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

### **19. 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.

- a. **Disputes.** Differences between the 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 their right to seek judicial relief pursuant to

- b. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- c. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

## **20. AUDIT**

- a. **General Requirements:**

The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any sub-Contractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its sub-Contractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- v. In all cases, the Contractor's financial records must be available for review by County.

## **21. CONTRACTOR SERVICES**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in the Scope of Work - *Exhibit B*.

## 22. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a. **"Confidential Information" as used in this section includes:**
  - i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
  - ii. All material produced by the Contractor that is designated as "confidential" by the County; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. **Compliance with state and federal confidentiality laws.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- c. **Unauthorized Use or Disclosure.** The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 23. COMPENSATION

- a. Payment to the Contractor for services rendered under this Contract shall be as set forth in *Exhibit A*. Where *Exhibit A* requires payments by Pacific County, payment shall be made on a cost reimbursement basis, supported unless otherwise provided in *Exhibit A*, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in *Exhibit B- Scope of Work*. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.
- b. The Contractor shall submit an invoice, on a format approved by the County based upon the approved Contract budget (*Exhibit A*). The invoice must include a signature and date from the Contractor with the following certification:

*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 the County of Pacific, and that I am authorized to authenticate and certify to said claim.*

- c. Monthly invoices shall be submitted by the 15th calendar day of the month following the month during which services were performed under this Contract. The County shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement.
- d. The percentage of Contract award expended for monthly reimbursement of services to be provided under the terms of this Contract shall not exceed the percentage of budget period completed by more than 5%. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in *Exhibit A-Budget*.
- e. At the discretion of the County, reimbursement in excess of the 5% limitation may be made to allow for increased demands for: (a) seasonal fluctuations in level of service due to the nature of the Contractor's business or industry, or (b) increased services delivered after the date on which the County has approved a written request for modification. Requests must include supporting justification including a spending plan that ensures continuity of services during term of the Contract.
- f. The Contractor may transfer contracted funds identified in *Exhibit A* between direct expense categories as long as the amount of the transfer does not exceed (10) ten percent of the total contracted funds for the current budget year and does not change the Scope of Work- *Exhibit B*. Any changes exceeding ten percent must be approved by the County.
- g. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.

#### **24. CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

#### **25. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

## **26. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW), and any other applicable state or federal law related to ethics or conflicts of interest.

## **27. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington (excluding only Washington's choice of law rules), and the venue of any action brought hereunder shall be in the Superior Court of Washington for Pacific County.

## **28. INCORPORATION OF PRIOR REPRESENTATIONS**

Notwithstanding section 2 of these General Terms and Conditions, any written commitment received from the Contractor concerning this Contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference.

## **29. INDEMNIFICATION/HOLD HARMLESS**

To the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents or volunteers or Contractor's sub-Contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Contractor's or its sub-Contractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor 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 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 Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

- a. **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 Contract.
- b. **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of the Contractor's Contract.

## **30. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to

such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in *Exhibit B* and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

### **31. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **32. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

#### Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- d. Discrimination-human rights commission, Chapter 49.60 RCW.
- e. Ethics in public service, Chapter 42.52 RCW.
- f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- g. Open public meetings act, Chapter 42.30 RCW.
- h. Public records act, Chapter 42.56 RCW.
- i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

### **33. LICENSING, ACCREDITATION, AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

### **34. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

### **35. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

### **36. NO GUARANTEE OF EMPLOYMENT**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.



### **37. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **38. 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 sub-Contractors 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.

### **39. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

### **40. PUBLIC RECORDS LAW**

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.

Contractor agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County in any action by a third party due to the negligence, recklessness or intentional actions by the Contractor relating to its performance of this contract. This includes any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to a public records request.

#### **28. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

#### **29. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

#### **30. REPORTING**

Contractor shall submit all required reports documenting performance in a timely manner. All reports shall be submitted on approved forms and in accordance with procedures outlined in Exhibit "B" - Scope of Work. Overdue reports shall delay payment to the Contractor until the next billing month. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor or order a payment stopped to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

#### **31. RIGHT OF INSPECTION**

At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract.

#### **32. SUBCONTRACTING**

No duty of Contractor may be subcontracted or assigned, and no right of Contractor may be delegated without the prior written approval of the County. The County may withhold its approval in its sole and exclusive discretion without the need to state any reason for withholding its approval.

Should the Contractor wish to subcontract, assign, or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the County's Contract Representative, and shall simultaneously tender a copy thereof to the Pacific County Prosecuting Attorney, clearly marked to the "Attention: Civil Division". Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, assignment, or delegation, the Contractor shall maintain written procedures related thereto, as well as copies of all pertinent contracts, communications, and other writings (including electronic communications). For cause, the County in writing may: (a) require the Contractor to amend its procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting, assigning, or delegating with or to a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract, assignment, or delegation.

Every subcontract shall bind the sub-Contractor to follow all applicable terms of this Contract. The Contractor is responsible to the County if the sub-Contractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the sub-Contractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the County for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that the County is not liable for claims or damages arising from a sub-Contractor's performance of the subcontract. As used in this paragraph, the term *subcontract* and its derivative forms shall include an assignment or a delegation.

### **33. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

### **34. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

### **35. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

### **36. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **37. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

### **39. WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, including *Exhibits A & B* which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

**CONTRACTOR**  
Ocean Beach Hospital

**PACIFIC COUNTY**  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Frank Wolfe, Chairman

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Steve Rogers, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

APPROVED AS TO FORM

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA#

**Exhibit A- Budget**

Description	Year One (January 1 <sup>st</sup> - December 31, 2016)	Year One January 1 <sup>st</sup> - December 31, 2017	Total
Ocean Beach Hospital Prescriber Enhancement Project	\$ 18,200	\$ 13,000	\$ 31,200

# Exhibit B - Scope of Work

## Attachment B - Project Summary

<b>Project Title</b>	Mental Health Prescriber Enhancement Plan
<b>Applicant Name</b>	Ocean Beach Hospital and Medical Clinic
<b>Project Summary</b> (Brief overview of proposal. Please limit responses to space provided)	<p>The project is designed to develop stronger care coordination between the local community mental health center and Pacific County Public Hospital District #3 (aka Ocean Beach Hospital and Medical Clinics). A noted gap exists when clients no longer qualify for the intensity of services delivered at Willapa Behavioral Health: there are no specialized mental health prescribers in our area, and primary care prescribers are often uncomfortable prescribing for individuals with certain diagnosis.</p> <p>This program will allow a primary care provider from Ocean Beach Hospital and Medical Clinics (the Ocean Beach Medical Clinic – OBMC) to attend the Neuroscience Education Institute’s annual congress for advanced education. In addition, an annual membership to the NEI will provide resources and further prescribing information for the primary care prescriber.</p> <p>All prescribers in Pacific County are heavily scheduled, and finding time for care coordination is the single hardest barrier to overcome. By setting aside definite, non-interrupted and dedicated periods, Ocean Beach Medical Clinic can be guaranteed to have time to meet with WBH to participate in WBH’s contractually required care coordination meetings.</p> <p>While initial state integration efforts for mental health and substance use are coming into effect in April of 2016, both agencies are acutely aware of the state’s 2020 requirement for full integration of physical and behavioral health. This grant is helping to develop a stronger working relationship between both agencies. “Where formal agency relationships do not exist, personalities and personal relationships are key to structuring integrated care models,” (WA. STATE STRATEGIES FOR INTEGRATING PHYSICAL AND BEHAVIORAL HEALTH SERVICES IN A CHANGING MEDICAID ENVIRONMENT; Bacharach,Anthony, Mannett, Phellps and Phillips).</p> <p>Pacific County has long been a community of collaboration, partnerships and relationship-based efforts designed to improve services for the citizens of the county. Both agencies feel this grant opportunity is an excellent step in the next direction.</p>

Amount of .1% funds Requested	\$18,500
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### Attachment C - Narrative

**1. Purpose and Project Description: Provide a detailed description of your proposed project and its purpose. Include the following information:**

**a. Purpose: , Goals and Outcomes**

Increase Collaboration and Care Coordination between OBMC and WBH and Increase OBMC Primary Care Prescriber Skillset In Prescribing Psychotropic Drugs

A. GOAL: Develop regularly occurring carved out times for care coordination with Willapa Behavioral health

a. Outcomes: Increased communication for shared clients

b. Stronger discharge planning and transitional support for clients exiting higher levels of mental health care and entering primary care for prescribing needs

B. GOAL: Close the identified community gap of limited primary care prescribers versed in prescribing for certain community mental health exited clients

a. Outcomes: Increased communication for shared clients

b. Stronger discharge planning and transitional support for clients exiting higher levels of mental health care and entering primary care for prescribing needs

c. Expedited re-entry back into WBH care if clients seen for primary care meds-management only begin to decompensate

**b. See Project Workplan**

c. This project is new. Membership in NEI and Regular Care Coordination meetings can occur upon receipt of the award. The NEI congress is typically in the fall each year.

d. The model is not based upon an identified best practice model, but supports a difficult contractual requirement for community mental health. While WBH is required to conduct care coordination, it is challenging for local clinics to free up valuable and highly limited provider time to devote to much needed care coordination meetings. This model will support state requirements for individuals both in and exiting the behavioral healthcare center.



**2. Needs Statement: Describe why your project is needed. Include the following information:**

- a. A state requirement for individuals receiving community mental healthcare services is that they meet what is known as "Access to Care Standards" or ACS. As they progress through treatment and receive medication, it's natural that they begin to achieve a higher level of functioning on their road to recovery, and no longer meet ACS. The state requires that these individuals be exited from community mental healthcare settings (WBH). The gap and difficult challenge is that Pacific County lacks primary care prescribers or specialized prescribers who are willing or feel comfortable prescribing for these individuals. Many individuals achieve a state of being stable and functioning, and only need "medication management." For these individuals, the lack of a local prescriber is serious. And WBH is faced with either non-compliance with state expectations for ACS, or extreme difficulties transitioning and discharging clients. This partnership of increased Care Coordination and enhanced, advanced education for a primary care provider at OBMC will address the problem.
- b. **Strategic Themes & Goals:** This project falls under Mental Health Goals 1 and 3. Individuals who need services at a lower level of care (prescribing only) will have an option for a primary care prescriber. In addition, ongoing Care Coordination will allow immediate and fast-tracked access back into WBH ACS if discharged clients show any signs of decompensating. OBMC will have regular communication with WBH, and through either Crisis services or expedited request for services and assessments, discharged clients can be seen more quickly.
- c. **Project's intended audience.** This grant is designed to serve the overlap of individuals who are clients of WBH and also utilize OBMC for primary care services. Typically this includes people who live from Naselle through Ocean Park. It's likely that more than 90-95% of the individuals will be Medicaid covered, but it's possible some private pay clients will also be included.
- d. WBH attempts to Care Coordinate with all medical providers, but the common barrier of time is consistent across every single medical organization in the county. With the acknowledgement of dedicated time, this project can ensure the much needed communication, coordination, and relationship development between the two agencies occurs.

**3. Collaboration: Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:**

- a. Identify other organizations participating in the proposed project. Describe the roles and responsibilities of these organizations and include Letters of Commitment demonstrating partner investment as an attachment to the RFP.

This project is being developed in conjunction with, and the support of Willapa Behavioral Health (see attached letter of support).

- b. Identify (source and amount) other funding that will be used to support the proposed project.

Ms. Marsh is being made available as a provider at OBHMC. There has been a gap between the needs and availability of these prescriber services.

- c. Identify "in-kind" and other non-monetary resources that will support the proposed project.

Ms. Marsh will be supported by other resources (clinical and management) at OBHMC including the Clinic Manager, CEO and COO. Estimated value (pro-rated for patients treated): \$2,500.

**4. Staff and Organizational Experience: Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:**

- a. Discuss the capability and experience of the applicant organization. Ocean Beach Hospital and Medical Clinics (OBHMC) have been serving the Long Beach Peninsula and southern Pacific County for over 80+ years. OBHMC committed to help improve the well-being of the community it serves. This collaboration between OBHMC and WBH will further enhance an already existing collaboration – and serve to enhance a full service continuum of care. The collaboration will also serve as a foundation for the Early Adopter programs being developed in WA. [http://www.hca.wa.gov/hw/pages/Integrated\\_purchasing.aspx](http://www.hca.wa.gov/hw/pages/Integrated_purchasing.aspx)
- b. Provide information about who will be responsible for project implementation including required qualifications for project staff.
  - i. WBH: Dr. MaryAnne Murray is a nationally certified Family (Medical) Nurse Practitioner, Family Psychiatric/Mental Health Nurse Practitioner, and Addictions Nurse Practitioner. She has more than 25 years of experience in chemical dependency treatment as a Chemical Dependency Professional, Mental Health Counselor, Registered Nurse, Clinical Nurse Manager, and Nurse Practitioner. She earned Basic and Advanced Certificates in Addiction Studies at Seattle University, plus she has earned doctoral degrees in Nursing (DNP) and Education (EdD). MaryAnne has undergone special training in various forms of psychotherapy.
  - ii. Shannon Marsh, ARNP: Ms. Marsh is an accomplished primary care nurse practitioner, and recently joined the provider team at Ocean Beach Hospital and Medical Clinics. She has a strong desire to support this community need.

**5. Evaluation: Describe how project success will be measured. Include the following information:**

- a. Describe how you will ensure project fidelity.

- i. OBH will ensure that the selected primary care prescriber will be entered into membership of NEI upon receipt of grant, and WBH will ensure that their ARNP begins to initiate setting up regular Care Coordination meetings.
- ii. Clinical Director of WBH will ensure a process for expedited access back to WBH Access to Care Standard services will occur for any clients who decompensate under primary care prescriber services. Decompensation is a part of the cycle of recovery and growth for some individuals, and by developing a process ahead of time, quality assurances can be met.
- b. Identify performance measures that will be tracked.
  - i. Client Counts will be taken at the start and end of the program to determine how many clients are able to successfully transition to primary care prescribing. Qualitative summary data will be reviewed to discuss unplanned obstacles, issues, and concerns. Each of those will be addressed as they arise through the Care Coordination meetings, and when needed, through each agency's administration.
  - ii. Self-perceived confidence and comfort with prescribing psychotropic medications will be surveyed on primary care prescriber(s) at the start and end of project.
- c. Describe how data will be used for project quality improvement.
  - i. Quality measures will include the number of clients served in successful transition and discharge to primary care, the number of clients who decompensate and achieve barrier-free, expedited access back into WBH
  - ii. Also, Care Coordination meeting dates will be collected and tracked

**Project Work Plan Template** (you may add more goals and/or activities as necessary)

<b>GOAL ONE: Develop the service.</b>		
<i>Strategy 1: Develop program in conjunction with Willapa Behavioral Health.</i>		
Activity	Who's responsible?	By when?
	Stephanie Ellsworth	Q1-2016
	Larry Cohen	Q1-2016
<i>Strategy 2: Obtain needed education and credentials for the selected provider.</i>		
Activity	Who's responsible?	By when?
	Shannon Marsh, NP	TBD

--	--	--

## GOAL TWO: Implement the service

*Strategy 1: Open slots on the provider's schedule to provide prescriber services.*

Activity	Who's responsible?	By when?
	Stephanie Ellsworth	TBD

*Strategy 2: Collaborate with Willapa Behavioral Health to avoid ED/IP services.*

Activity	Who's responsible?	By when?
	OBHMC & WBH	TBD

## Attachment D - BUDGET

### Year 1 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
NEI Training/Membership/Travel	\$3,500		\$3,500
WBH Stipend (36 hours) #	\$5,748	WBH support	\$5,748
Lost Revenue During Training	\$5,120		\$5,120
Uncompensated Care Factor	\$2,972		\$2,972
Administrative Overhead	\$1,159		\$1,159
# = Not in OH			
<b>TOTAL</b>	<b>\$ 18,5000</b>	<b>\$</b>	<b>\$ 18,5000</b>

Updated August 17, 2015

13,000 (funded)



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:

April 12, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 29

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

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☐ 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: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

DATE: 4/6/16

#### NARRATIVE OF REQUEST

Request the Board approve and sign the Interlocal Agreement for Satellite Contract Services with the Great Rivers Behavioral Health Organization. This agreement will provide funding for 1/2 of Katie Lindstrom's time along with support for the administration of the Drug Courts. This funding is not included in the current 2016 adopted budget, a supplemental will be required.

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

Approve Interlocal Agreement for Satellite Contract Services with Great Rivers Behavioral Health Organization to provide liaison and coordination of programs and authorize Chair to sign

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

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

Contractor Type (*check all that apply*):

<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other

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

To be located at: \_\_\_\_\_

☐ Insurance/Bonds      ☐ Emergency Event (*Purchases/Public Works*)

☐ Single (Sole) Source Purchase\*      ☐ Special Facilities/Market Conditions

\*Resolution Required

- 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):

We have been working through the transition of the TRSN to a BHO for the past two years. All five counties involved agreed that local control/input was paramount to being successful in this transition. Katie will be providing support and liaison work as she has been doing. This funding will replace some of the Millage funding currently used to provide this service. This will allow those funds to be used on other projects. The support for the drug courts is also critical to success. There will be an amendment to this agreement that will line item the drug court work as this will be subcontracted out, not directly

AMOUNT OF MATCHING FUNDS:

## **INTERLOCAL AGREEMENT FOR SATELLITE CONTRACT SERVICES**

**THIS AGREEMENT** is made between **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION (GRBHO)** and **PACIFIC COUNTY (COUNTY)**, a municipal corporation and political subdivision of the State of Washington;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the parties agree, as follows:

### **1. PURPOSE AND BACKGROUND**

- 1.1 This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION (GRBHO)** and **PACIFIC COUNTY (COUNTY)**, in the State of Washington.
- 1.2 Pursuant to RCW 39.34.080, the purpose of this Interlocal Contract is as set forth in Section 1 (Purpose and Background). The responsibilities of the parties are set forth in Section 2 (Administration of Agreement). Its duration is as specified in Section 3 (Duration of Agreement). Its method of termination is set forth in Section 4 (Termination of Agreement).
- 1.3 The purpose of this Agreement is to define the terms under which County will provide services to GRBHO.
- 1.4 Prior to its entry into force, the parties shall file or list an executed copy of this Agreement as provided under RCW 39.34.040.

### **2. ADMINISTRATION OF AGREEMENT**

- 2.1 The parties are entering into this Agreement pursuant to the provisions of Section 3e.3 of the Interlocal Agreement Establishing Great Rivers Behavioral Health Organization dated September 28, 2015 (The Interlocal Agreement.).
- 2.2 County will provide all of the services set forth in the Scope of Work contained in Section 3 of this Agreement.
- 2.3 GRBHO will monitor the performance of the contract as described in Scope of Work. Without limiting the scope of the foregoing sentence, GRBHO will monitor compliance with all applicable provisions of state and federal statutes and regulations including all applicable provisions of federal law relating to non-discrimination and contract debarment.

2.4 COUNTY will bill GRBHO on a monthly basis for services provided hereunder in accord with the project budget set forth in section 4.

2.5 No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

2.6 During the performance of this Agreement, neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this Agreement.

2.7 COUNTY certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. COUNTY shall provide immediate written notice to GRBHO if at any time COUNTY learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. COUNTY shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in any covered transaction unless authorized by the federal department or agency with which the transaction originated. COUNTY shall include the language and requirement of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.8 All parties will make every effort to communicate and coordinate with each other to maximize the effective use of resources.

### **3. SCOPE OF WORK**

3.1 County, through its employees, shall provide services equivalent to the work of a .5 FTE employee.

3.2 The Services provided shall consist of:

3.2.1 Liaison and coordination of programs between GRBHO and County's Health and Social Human Services Department, to include the following specific deliverables:

a. County's Social Services Director will appoint staff who will act as or appoint a county Great Rivers Liaison (GRL). GRL will:

- Participate in meetings convened by GRBHO for the purpose of ensuring the publicly funded behavioral health system is functioning in alignment with the needs of Pacific County.
- Provide regular reports to the GRBHO Advisory Board on county specific activities.
- Facilitate delivery of the Services required under this sub-section.



- Regularly participate in ad hoc committees convened to support the system of care; advise GRBHO of county-specific areas of concern or need and participation in disaster response/preparedness activities.
- Interact, collaborate, coordinate and communicate with GRBHO staff stationed in Pacific County as often as necessary to achieve the aims of the GRBHO Quality Management, Utilization Management, Allied System Coordination and Care Management plans.

b. County's GRL shall assist GRBHO in conducting resources management activities. These will be:

- Regular participation in strategic planning and ad hoc planning initiatives.
- The ongoing evaluation of service provision in the county.
- The provision of recommendations to GRBHO based on the results.
- In cooperation with GRBHO, oversee creation and implementation of the County Behavioral Health Strategic Plan. Ensure GRBHO goals/objectives are addressed and/or included in local behavioral health and other human services (e.g. 10 year plan to reduce homelessness, Drug Free Communities Coalitions, etc.) strategic plans.
- Assist with funding requests meant to increase behavioral health services and programs within County.
- Identify and pursue opportunities to leverage funding (including local millage and .1% local sales tax) and develop partnerships that expand and/or improve behavioral health services, improve access to care, and increase integrated services.

c. The County shall provide support to the Governing Board member from the County as needed to fulfill the requirements of the Interlocal Agreement between the GRBHO constituent counties.

d. The County shall invite enrolled and non-enrolled individuals and their families that are representative of the County including age groups to participate in planning activities and in the implementation and evaluation of the public behavioral health system. County must be able to demonstrate how this requirement is fulfilled. In addition:

- County GRL shall assist GRBHO in conducting quality management programs and activities. Activities include regular participation in GRBHO's Quality Management/Improvement Committee and other quality management processes as appropriate designed to allow GRBHO to implement its published Quality Management Plan.
- Quality management activities shall be subject to the requirements of GRBHO including requirements to maintain confidentiality in accordance with all applicable laws and regulations including maintaining protection of confidentiality under GRBHO's coordinated quality improvement program.

- Provide technical assistance, training, and support for local providers and related community partners. Assist with implementation of local training plan.

e. GRL or designee shall coordinate with GRBHO in the following areas to ensure individuals in the community are receiving continuity of care:

- Act as liaison between GRBHO, and the County Board of Commissioners (BOCC), local Criminal Justice partners (Sheriff, Superior Court, Prosecutor, City Police, corrections, probation, and Juvenile dept.), County Schools, community coalitions, and other partners.
- Develop in collaboration with GRBHO a new or updated allied system coordination plan with
  - Criminal Justice Systems
  - Substance Use Disorder treatment providers
  - Mental Health treatment providers
  - Medical services providers
  - Schools
  - Public Health Services
  - Housing service providers
  - And other allied systems as appropriate to the needs of the community
- The allied system coordination plan shall address:
  - The need for local resources
  - A process for evaluating progress in cross-system coordination and integration of services
  - A process for facilitating community integration for individuals returning from corrections or other institutional settings
- When appropriate, provide coordination and technical assistance for County Felony Drug, Family Therapeutic Court (FTC) or related mental health court, provide technical assistance in developing policies/procedures; provide service reporting.
- The County shall, when requested, provide information, referral and training to the community in how to access the public behavioral health system.
- The County shall collaborate with GRBHO in response to public requests for information, services or support on matters of behavioral health concern, prevention, or public health.
- Provide service planning and coordination for the County Prevention, Intervention, Treatment, Aftercare (PITA) systems of care.

f. County shall coordinate and participate with GRBHO in all disaster preparedness activities and respond to emergency/disaster events (e.g. natural disasters, acts of terrorism) when requested by GRBHO with available resources. Contractor shall work

with GRBHO in the event of a disaster to ensure the following activities are implemented:

- Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration
- Locating persons in need of disaster relief services
- Engaging or linking persons to an appropriate level of support or disaster relief services
- Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs
- Partner in disaster preparedness and response activities with other State entities, the State Emergency Management Division, FEMA, the American Red Cross and other volunteer organizations
- Participation when requested in local and regional disaster planning and preparedness activities
- Coordination of disaster outreach activities following an event.

3.3 County will provide office space for 1.0 GRBHO employee to be stationed in Pacific County. Office space shall be furnished and have access to telephone and high speed internet. The size of the office will be approximately 100 square feet.

#### **4. PROJECT BUDGET AND COMPENSATION**

4.1 For the services described in Section 3.2 of this Agreement, GRBHO shall pay county, the lump sum of \$6,012.00 per month [This amount is based upon 50% of the County's annualized cost for 1.0 FTE County employee with skills necessary to perform the described services. The monthly lump sum is subject to review after 12 months and to adjustment upon County's documentation of increases to salary and benefits of the County employee assigned to this position].

4.2 For the provision of office space as described in 3.3 of this Agreement, GRBHO shall pay County the sum of \$444.00 per month.

#### **5. DURATION OF AGREEMENT**

This Contract commences on April 1, 2016, and shall remain in effect until December 31, 2017, unless terminated pursuant to the provisions of Section 6.

#### **6. TERMINATION OF AGREEMENT**

##### **6.1 Termination for Convenience**

GRBHO may terminate this Agreement in whole or in part for convenience by giving the County at least sixty (60) calendar days' written notice addressed to the County. The

County may terminate this Agreement for convenience by giving GRBHO at least sixty (60) calendar days' written notice.

## **6.2 Termination for Default**

6.2.1 GRBHO may terminate this Agreement for default, in whole or in part, by written notice to the County, if GRBHO has a reasonable basis to believe that the County has:

6.2.1.1 Failed to perform under any provision of this Agreement;

6.2.1.2 Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

6.2.1.3 Otherwise breached any provision or condition of this Agreement.

6.2.2 Before GRBHO may terminate this Agreement for default, GRBHO shall provide the County with written notice of County's noncompliance with this Agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, GRBHO may then terminate this Agreement.

## **7. INDEPENDENT STATUS**

For purposes of this Agreement the County acknowledges that County is not an officer, employee, or agent of GRBHO and that an independent contractor relationship will be created by this Agreement. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GRBHO. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of GRBHO. The County shall indemnify and hold harmless GRBHO from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

## **8. INSURANCE**

County certifies by signing this Agreement that the County is insured through a risk pool and shall pay for losses for which it is found liable.

## **9. RESPONSIBILITY**

Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GRBHO and the County shall cooperate in the defense of tort lawsuits when possible. Both

parties agree and understand that such cooperation may not be feasible in all circumstances. GRBHO and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either GRBHO or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

#### **10. TITLE TO PROPERTY**

Title to all property, either real or personal, which was purchased or furnished by either party to this Agreement for the purposes of performing their obligations under this Agreement, shall remain with the party who purchased the property.

#### **11. PAYMENT**

GRBHO shall pay COUNTY for the services provided to GRBHO in accord with the terms and conditions of this Agreement. Payments will be made within thirty (30) days of receipt of billing from County. In no event shall GRBHO's obligation hereunder exceed the sum of: \_\_\_\_\_

#### **12. NOTICE**

Any notices to be given under this Agreement shall be delivered, postage prepaid and addressed to:

To Pacific County:            Mary Goelz, Director  
                                 Pacific County Public Health and Human Services  
                                 7013 Sandridge Road  
                                 Long Beach, WA 98631

To Great Rivers BHO:        Marc Bollinger, CEO  
                                 57 West Main Street, Suite 260  
                                 Chehalis, WA 98532

#### **13. MAINTENANCE OF RECORDS**

13.1 During the term of this Agreement and for six (6) years following termination or expiration of this Agreement the County shall maintain records sufficient to:

13.1.1 Document performance of all acts required by law, regulation or this Agreement including but not limited to maintaining the content of all medical records in a manner consistent with utilization control requirements of 42 CFR 456, 42 CFR 456.111, and 42 CFR 456.211.

13.1.2 Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to GRBHO and all expenditures made by the County to perform as required by this Agreement.

13.1.3 Substantiate the County's statement of its organization's structure, tax status, capabilities, and performance.

#### **14. CONFIDENTIALITY**

The County shall protect all Personal Health Information, records, and data from unauthorized disclosure in accordance with 42 CFR Section 431.300 through Section 431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance use disorder treatment services in accordance with 42 CFR Part 2 and RCW 70.96A. The County shall have a process in place to ensure that all components of its system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 432 CFR Section 431.301 and Section 431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Prior to the effective date of this Agreement, County shall sign the GRBHGO Business Associates Agreement in the form set forth in "Attachment A" to this Agreement.

#### **15. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

#### **16. 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 Agreement shall be in writing and signed by all parties.

**IN WITNESS HERETO**, the parties have executed this Agreement as of the dates written below.

#### **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION**

\_\_\_\_\_  
Edna J. Fund Governing Board, Chair      Date

#### **PACIFIC COUNTY**

\_\_\_\_\_  
Frank Wolfe, Chair      Date

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Clerk of the Board of County Commissioners



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #: 30

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

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☐ 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: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: 

DATE: 4/5/2016

### NARRATIVE OF REQUEST

Requesting approval to provide meals and/or refreshments at the attached 2016 in-county events/trainings/meetings. Each request is allowable within the corresponding program budget and grant guidelines and do not exceed the allowable cost per county policy. Please contact me at extension 2648 with any questions.  
Thank you!

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

Authorize an exception to the Travel & Expense Policy for in-county events/trainings/meetings within corresponding program budget and guidelines for fy2016, subject to adequate budget appropriations

## 2016 Events/Meetings (Health & Human Services)

We are requesting exception to policy to provide meals and/or snacks at the following in county events/activities. Each event/activity is budgeted and the expense is allowable for each corresponding funding source. Note- if it says "refreshments", then we limit cost to 2.50 per person (in accordance with federal standards), if it says "lunch", then the county rates apply.

<b>What</b>	<b>Type</b>	<b>Estimated #</b>
Youth Action Klub- YAK Night	Refreshments	100
Sources of Strength Training	Lunch	50
Youth Mental Health First Aid	Lunch	40
Girls Circle Groups	Refreshments	15
After Prom Breakfast	Refreshments	120
WellSpring Executitve Team Retreat	Refreshments	12
Family Planning Advisory Board Meeting	Lunch	15
Emergency Prep Simulation	Lunch	15
Spring ACEs Forumn	Lunch	100
Fall ACEs forumn	Lunch	100
Parenting Classes	Refreshments	40
Point in Time Count	Lunch	10





Board of Pacific County Commissioners  
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Meetings are held the 2nd  
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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 31

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

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☐ 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: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett

PHONE / EXT: 2293

SIGNATURE: Denise L Rowlett

DATE: 4/6/2016

#### NARRATIVE OF REQUEST

Request the BOCC approve the Sheriff's Office to enter into a 60 month lease with Aberdeen Office Equipment for two Sharp MX-3640N digital color copiers at \$355.36 per month plus copy charges and authorize the Sheriff to sign the contract. The lease rate was included in the approved fy2016 budget and a supplement will not be needed.

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

Approval of request to Lease two copiers with Aberdeen Office Equipment for a total of \$355.36 per month plus copy charges, subject to adequate budget appropriations, and authorize Sheriff to sign Lease Agreements

Name of Contractor: NASPO - National Assoc. of State Procurement Officials

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
05214

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

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

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

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

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)

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

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☒ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real  
☐ Telecomm & Data Processing ☐ Other (Describe) :

To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

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

☐ **PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")**  
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency  
- Confirmation that vendor agrees to participation  
- Documentation that contract was awarded in compliance with bidding law  
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$355.36/month TOTAL TAX: \$26.02/month

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 001 .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:



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 32

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: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett

PHONE / EXT: 2293

SIGNATURE:

*Denise L Rowlett*

DATE: 4/12/2016

#### NARRATIVE OF REQUEST

Request the BOCC approve phone extensions 2175, 2290, 2296, 3393, 3440, and 3459 be paid by the current expense telecommunications fund. Extension 2175 was added in June 2015 for a new hire; extensions 2290 and 2296 were funded by the PREA grant which expired 3/31/16; extension 3393 is the Sheriff's Office business fax line; and extensions 3440 and 3459 were paid by the special investigative fund 132 which has been rolled into the Sheriff's Office current expense budget. All extensions are still in use.

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

Authorize expenditures for phone extensions (2175, 2290, 2296, 3393, 3440, and 3459) to be paid from Current Expense Telecommunications Fund 001



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 33

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: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 03/29/2016

#### NARRATIVE OF REQUEST

Request formal adoption of the Pacific County Hazard Mitigation Plan. Further request all Commissioners formally sign the adoption resolution.

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

Adopt Resolution 2016-012 pertaining to the adoption of the Hazard Mitigation Plan

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

**RESOLUTION NO. 2016-\_\_\_\_\_**

**IN THE MATTER OF ADOPTING THE FINALIZED PACIFIC COUNTY HAZARD  
MITIGATION PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the participating jurisdictions of Pacific County have worked together to develop a strategy known as the Pacific County Hazard Mitigation Plan to improve disaster resistance in the planning area; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 (DMA2000) pursuant 44 CFR Part 201 and the Federal Emergency Management Agency (FEMA) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post disaster federal funding for mitigation purposes; and

**WHEREAS**, the participating jurisdiction has participated in the hazard mitigation plan by the formation of a Mitigation Planning Committee (MPC); and

**WHEREAS**, the MPC recommends the formal adoption of the Pacific County Hazard Mitigation Plan by the passing of this resolution.

**THEREFORE, BE IT HEREBY RESOLVED** by the Board of Commissioners of Pacific County; that

**Section 1:** The participating stakeholder hereby approves and adopts the hazard mitigation plan in its entirety with projects as adopted by the MPC; AND agree to be governed by the Hazard Mitigation Plan attached hereto and incorporated.

**Section 2:** The participating stakeholder authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated therein; AND will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the hazard mitigation plan.

**Section 3:** The participating jurisdiction will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting of progress as required by FEMA, the Washington Military Department Emergency Management Division and the MPC.

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

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

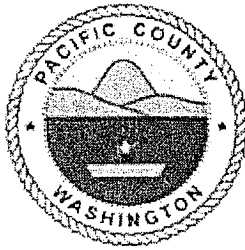
\_\_\_\_\_  
Frank Wolfe, Chair

ATTEST

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Steve Rogers, Commissioner



---

Pacific County  
Hazard Mitigation Plan  
February, 2016

---



## ***Encompassing the Following Jurisdictions and Stakeholders:***

Pacific County

City of Ilwaco

City of Long Beach

City of Raymond

City of South Bend

Naselle/Grays River Valley School District

Ocean Beach School District

South Bend School District

Willapa Valley School District

Naselle Water Company

North Beach Water District

Surfside Homeowners' Association

Willapa Valley Water District

Ocean Beach Hospital

Willapa Harbor Hospital

Pacific County Fire Protection District #1

Pacific County Fire Protection District #2

Pacific County Fire Protection District #4

Pacific County Fire Protection District #5

Pacific County Fire Protection District #6

Pacific Transit

Port of Chinook

Port of Ilwaco

Port of Peninsula

Port of Willapa Harbor

Public Utility District #2

***Prepared By:***





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

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

REQUESTED MEETING DATE:  
4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 34

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: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE: 

DATE: 4/4/2016

#### NARRATIVE OF REQUEST

Anne Kepner has been a member on the ODRB since 4/2010; Greg Rogers has been a member since 12/2013

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

Accept resignation from Anne Kepner and Greg Rogers, effective April 3, 2016, from the Oysterville Design Review Board





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98586 Phone 360/875.9337 \* Fax 360/875.9335

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REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

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☐ Auditor

☐ EMA

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☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

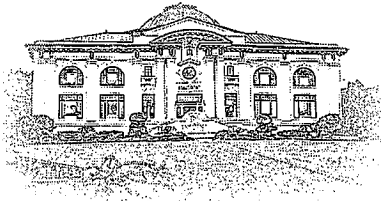
SIGNATURE: 

DATE: 3/29/2016

NARRATIVE OF REQUEST

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

Adopt Proclamation recognizing April as Records and Information Management month



# Pacific County COMMISSIONERS

---

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

## PROCLAMATION

**WHEREAS**, the management of public records, information and data is critical to every government agency for effective and efficient operations and in support of an open and transparent government; and

**WHEREAS**, technologies for creating and storing records, information and data continue to expand the amounts of information that can be created and acquired; and

**WHEREAS**, control and governance of records, information and data is necessary for the reduction of risk, liability and associated costs as well for compliance with global standards and practices; and

**WHEREAS**, the citizens of Pacific County recognize the important role and services provided by the records and information professionals in order to protect, safeguard and make accessible public records;

**NOW, THEREFORE**, we, the Board of Pacific County Commissioners, do hereby proclaim April 2016 as

*Records and Information Management Month*

in Pacific County, and urge all residents in our county to join us in this special observance.

Signed this 12<sup>th</sup> day of April, 2016.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Chairman

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Steve Rogers, Commissioner

**ATTEST:**

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board



Board of Pacific County Commissioners  
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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:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE: 

DATE: 4/4/2016

### NARRATIVE OF REQUEST

It has been determined not to authorize a refund of property taxes paid on a claim filed more than three (3) years after the tax due date of the payment sought to be refunded as a result of a manifest error.

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

Adopt Resolution 2016-013 in the matter of the time frame under which a manifest error claim can be made

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

**RESOLUTION NO. 2016-\_\_\_\_\_**

**IN THE MATTER OF THE TIME FRAME UNDER WHICH  
A MANIFEST ERROR CLAIM CAN BE MADE**

**WHEREAS**, pursuant to the provisions of Chapter 36.32.120(6) RCW, the Board of Pacific County Commissioners has the care of county property and the management of county funds and business, and

**WHEREAS**, pursuant to applicable state law, a tax payer may seek a property tax refund on any of several specified grounds. Grounds for refunds include taxes paid as a result of a manifest error in description of property that is taxed, such as an error in square footage description of a building. A taxpayer must seek a refund within three (3) years of the tax due date. To correct a manifest error, a County Assessor or Treasurer may cancel or correct tax records up to three (3) years preceding the year in which the error is discovered; and

**WHEREAS**, prior to 2009, a county legislative authority could authorize a refund of property taxes paid more than three (3) years after the tax due date. A 2009 act deleted that authority; and

**WHEREAS**, pursuant to the provisions of SSB 5276, effective July 24, 2015 and codified as RCW 84.69.030(3), a county legislative authority may authorize a property tax refund on a claim filed more than three (3) years after the tax due date for taxes paid as a result of a manifest error in a description of property. On that basis, a County Assessor or Treasurer may cancel or correct tax records more than three years preceding the year in which the error is discovered, to refund or reduce taxes for a property owner. Specifically, RCW 84.69.030(3) provided in pertinent part:

*A county legislative authority may authorize a refund on a claim filed more than three (3) years after the due date of the payment sought to be refunded if the claim arises from taxes paid as a result of a manifest error in a description of property.*

**WHEREAS**, the State Treasurers and Assessors during their WACO (Washington Association of County Officials) meeting in Tacoma, Washington (September 29, 2015-October 2, 2015) by consensus determined that the governing bodies of Counties should be requested not to go back any further than three years after the tax due date for taxes paid as a result of manifest error. They advised that going back more than the three plus one years would cause catastrophic consequences to the taxing district for the annexations, bonds, etc. Likewise, there would be a problem with the tracking of the owners, if a property had been sold.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Pacific County Commissioners, pursuant to the provisions of Chapter 36.32.120(6), SSB 5256 [Chapters 84.69.020, 84.69.030, 84.48.065, and 84.68.150 RCW], and consensus of the Treasurers and Assessors at their joint 2015 meeting in Tacoma, that it is hereby determined not to authorize a refund of property taxes paid on a claim filed more than three (3) years after the tax due date of the payment sought to be refunded as a result of a manifest error.

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

\_\_\_\_YEA; \_\_\_\_NAY; \_\_\_\_ABSTAIN; and \_\_\_\_ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Chair

ATTEST

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Steve Rogers, Commissioner



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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

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☐ PACCOM

☐ Treasurer

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☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 4/5/2016

### NARRATIVE OF REQUEST

The For The Record (FTR) recording program is used by all three courts and the Commissioners' Office. The total cost is divided by all four users.

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

Approve Technical Support Agreement with Efficiency Inc. for FTR recording program in the amount of \$4,782.24 including sales tax, subject to adequate budget appropriations and authorize Chair to sign

Name of Contractor: Efficiency Inc.

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

The total of the agreement is divided among all three courts and the Commissioners' Office.

TOTAL COST/AMOUNT (include sales & use tax): 4782.24

TOTAL TAX: 354.24

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 001 .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:

## **Efficiency Inc. Technical Support Agreement**

As an Efficiency, Inc. technical support contract customer, "**Pacific County Commissioners**" will receive (1) one-year from **06/22/16-06/21/17** (term of agreement) which includes:

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

### **\*\*Rates for Chargeable Service Under Contract**

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

### **Please Note**

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

\_\_\_\_\_  
Customer Signature & Date

***Karri Boerner*** 04/05/16  
Efficiency, Inc. & Date

After signing please email back to Karri Boerner at [karrib@eff-inc.com](mailto:karrib@eff-inc.com) Thank You!

**Efficiency, Inc. 4742 42<sup>nd</sup> Ave SW #468, Seattle WA 98116**





Board of Pacific County Commissioners  
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REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

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☐ 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: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE: 

DATE: 3/21/2016

NARRATIVE OF REQUEST

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

Adopt Resolution 2016-014 in the matter of the dissolution of the Board of Adjustment, effective March 1, 2016

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

**RESOLUTION NO. 2016-\_\_\_\_\_**

**IN THE MATTER OF THE DISSOLUTION OF THE BOARD OF ADJUSTMENT**

**WHEREAS**, the Board of Pacific County Commissioners created the Board of Adjustment as authorized by Chapter 36.70 RCW; and

**WHEREAS**, Pacific County Process Ordinance No. 177 was adopted creating procedures for processing land use development applications; and

**WHEREAS**, with the adoption of Process Ordinance No. 177, the Pacific County Board of Adjustment was removed from the process of hearing and deciding applications for variances and applications for conditional use permits; and

**WHEREAS**, Process Ordinance No. 177 provides for a Hearings Examiner to hear and decide applications for variances and applications for conditional use permits; and

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Pacific County Board of Adjustment is dissolved, effective the 1<sup>st</sup> day of March, 2016.

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

\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Chair

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Steve Rogers, Commissioner

**RCW 42.30.110**  
**Executive sessions.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:

☐ APPROVED

☐ DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 2/10/2016

#### NARRATIVE OF REQUEST

Open public hearing

Clerk will open bids that have been received and read aloud

Close the public hearing

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

Award of Call for Bids for Official County and Area-Specific Newspaper to \_\_\_\_\_ as the best and lowest responsible bidder and authorize Clerk of the Board to prepare Printing Contract for consideration at the April 26, 2016 meeting

PUBLISH: 1 time - Chinook Observer – February 24, 2016

PUBLIC NOTICE  
CALL FOR BIDS – OFFICIAL COUNTY NEWSPAPER  
CALL FOR BIDS – AREA-SPECIFIC NEWSPAPER

The Board of Pacific County Commissioners intends to contract with a qualified legal newspaper, in accordance with RCW 65.16.020, to serve as the official newspaper for publishing all of Pacific County's legal and other official notices for one year beginning July 1, 2016. And, since some notices must be published in a legal newspaper (of general circulation) in a specific area, the Board will also consider contracting with one or more qualified legal newspapers for publishing area-specific legal and official notices of Pacific County for the same one year term. Qualified proponents are invited to submit bids for serving as Pacific County's official county and/or area-specific newspaper within which the newspaper is generally circulated.

Bids shall be submitted in a sealed envelope clearly marked with the name and address of the bidder and the words "BID FOR OFFICIAL COUNTY NEWSPAPER" and/or "BID FOR AREA-SPECIFIC NEWSPAPER", as applicable, on the outside of the envelope. Specifications for this Call for Bids must be obtained by contacting the Clerk of the Board of Pacific County Commissioners at the Commissioners' Office (Suite F-G) of the Courthouse Annex, PO Box 187, South Bend, WA, 98586-0187, telephone: 360/875-9337, or on our website [www.co.pacific.wa.us](http://www.co.pacific.wa.us).

Bids must be received prior to the public hearing at the hour of 10:00 a.m., or soon thereafter, on Tuesday, April 14, 2015, in the Commissioners Meeting Room of the Pacific County Courthouse Annex, 1216 W. Robert Bush Drive, South Bend, Washington. Bids that are timely and properly received will be publicly opened and read aloud by the Board of County at the hearing. Any bid received after that time shall be null and void and shall be returned unopened to the bidder.

The Board of Pacific County Commissioners reserves the right to reject any or all bids and to waive any or all irregularities.

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Joyce Kidd, County Auditor