

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

**Tuesday, April 26, 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 April 12, 2016
- B)** Approve Rainbow Valley Landfill Vouchers:
  - City of Raymond - \$3,070
  - SCS Engineers - \$5,486.32

**CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

A

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, April 12, 2016**

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

**CALL TO ORDER – 9:02 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Mike Collins, Public Works Director/County Engineer  
Mary Goelz, Health & Human Services Department Director  
Faith Taylor-Eldred, Community Development Director  
Scott McDougall, Emergency Management Deputy  
Dotsi Graves, Fair/Parks Manager,

**GENERAL PUBLIC IN ATTENDANCE**

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

**Approve regular meeting minutes of March 22, 2016**

**Approve Rainbow Valley Landfill Vouchers**

**City of Raymond - \$2,305**

**PUD #2 - \$59.85**

**Royal Heights Transfer Station, Inc. - \$5,226.48**

**MEETING CLOSED – 9:03AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Frank Wolfe, Chairman

ATTEST:

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Lisa Ayers, Commissioner

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Marie Guernsey  
Clerk of the Board

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Steve Rogers, Commissioner

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

2016-19

**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	4/4/16	LEACHATE TREATMENT	660	000	537	10	41	3070.00

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.

*Nancy Sale*  
 Signature

PRES.  
 Title

4/12/16  
 Date

Reviewed by:

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

Date

April 12 '16

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

\_\_\_\_\_  
 Chairman, Pacific County Board of Health

\_\_\_\_\_  
 Date



# CITY OF RAYMOND

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

Invoice No.

103

## INVOICE

### Customer

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

Date 4/4/2016  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL MARCH 2016	\$3,060.00	\$3,060.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

### Payment Details

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$3,070.00
Shipping & Handling	
Taxes State	\$0.00
<b>TOTAL</b>	<b>\$3,070.00</b>

Office Use Only

THANK YOU FOR YOUR BUSINESS!



**Invoice**

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

Remit to: SCS Engineers  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816

Tax ID No: 54-0913440

December 31, 2015

Project No: 04215010.00

Invoice No: 0270116

**Rainbow Valley Landfill Post-Closure Evaluation**

- Prepared leachate flow meter installation drawings and materials list
- Prepared a Fourth Quarter monitoring plan

**Professional Services from December 01, 2015 to December 31, 2015****Professional Personnel**

	Hours	Amount	
Project Director	10.00	1,870.00	
Staff Professional - Office	22.00	1,980.00	
Totals	32.00	3,850.00	
<b>Total Labor</b>			<b>3,850.00</b>

**Additional Fees**

Communications Fee	38.50	
<b>Total Additional Fees</b>	<b>38.50</b>	<b>38.50</b>

**Total this Invoice                      \$3,888.50**

Thank you.

**Invoice**

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

**Remit to: SCS Engineers**  
**3900 Kilroy Airport Way, Suite 100**  
**Long Beach, CA 90806-6816**

**Tax ID No: 54-0913440**

January 31, 2016

Project No: 04215010.00

Invoice No: 0272205

**Rainbow Valley Landfill Post-Closure Evaluation**

- *Reviewed the Fourth Quarter 2015 monitoring results*

**Professional Services from January 01, 2016 to January 31, 2016****Professional Personnel**

	<b>Hours</b>	<b>Amount</b>	
Project Director	2.00	384.00	
Totals	2.00	384.00	
<b>Total Labor</b>			<b>384.00</b>

**Additional Fees**

Communications Fee		3.84	
<b>Total Additional Fees</b>		<b>3.84</b>	<b>3.84</b>

**Total this Invoice                      \$387.84**

Thank you.



**Invoice**

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

**Remit to: SCS Engineers**  
**3900 Kilroy Airport Way, Suite 100**  
**Long Beach, CA 90806-6816**

**Tax ID No: 54-0913440**

February 29, 2016

Project No: 04215010.00

Invoice No: 0274334

**Rainbow Valley Landfill Post-Closure Evaluation**

- *Reviewed Fourth Quarter 2015 monitoring results and prepared a plan for First Quarter 2016*

**Professional Services from February 01, 2016 to February 29, 2016****Professional Personnel**

	<b>Hours</b>	<b>Amount</b>	
Project Director	6.00	1,152.00	
Senior Office Services Manager	.50	46.00	
Totals	6.50	1,198.00	
<b>Total Labor</b>			<b>1,198.00</b>

**Additional Fees**

Communications Fee	11.98	
<b>Total Additional Fees</b>	<b>11.98</b>	<b>11.98</b>

**Total this Invoice                      \$1,209.98**

Thank you.

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

**April 26, 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.

**WORKSHOPS/MEETINGS** *(held in the Commissioners Conference Room unless otherwise noted)*  
10:30 AM Regular Community Development monthly workshop

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### **Call to Order**

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

### **YEARS OF SERVICE AWARDS**

10 Years: Sean Eastham (Sheriff's Office)  
25 Years: Lori Ashley (Health Dept.)

### **CONSENT AGENDA (Items 1-9)**

#### **Department of Public Works**

- 1) Approve transfer of computer workstation from South District Court to Community Development
- 2) Approve transfer of two (2) computer workstations to Disabled American Veterans
- 3) Approve Supplement No. 1 to Local Agency Agreement #LA-8631 with WA State Department of Transportation pertaining to the guardrail upgrades; authorize Chair to sign

#### **Department of Community Development**

- 4) Approve hire of Miles Lawson, Environmental Health Specialist, Grade 13 Step 1, effective May 2, 2016
- 5) Approve Amendment #1 to Contract No. K1613 with WA State Conservation Commissioner regarding the Voluntary Stewardship Program Workplan Development; 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.*

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**General Business**

- 6) Approve Amendment #1 to the Tourism Service Contracts for fy2016
- 7) Approve Amendment #1 to the Intergovernmental Agreement with Wahkiakum Count for funding of the Court Administrator/Recorder and Assistant Court Administrator
- 8) Approve Vendor Claims:  
Warrants Numbered 131703 thru 131812 - \$240,886.87
- 9) Approve regular meeting minutes of April 12, 2016

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 10) Consider approval of request to replace HVAC Control System at the South County Administration Facility
- 11) Consider approval of request to “piggyback” on Clark County contract with Albina Asphalt for CRS-2P oil
- 12) Consider approval of request to accept bid from Woody’s Septic Specialties Inc. for the demolition of four buildings at Morehead Park

**ITEMS REGARDING HEALTH & HUMAN SERVICES**

- 13) Consider approval of Contract No. N21896-09 with CHOICE Regional Health Network for Youth Marijuana Prevention and Education Program
- 14) Consider approval of Authorization Sheet with Office Ally to bill for immunizations; authorize Director to sign
- 15) Consider approval of 2015-16 ASPR Preparedness Training Agreement with Regional 3 Healthcare Preparedness Coalition for training related expenses for emergency preparedness; authorize Director to sign
- 16) Consider approval of Agreement for Challenge Course Training with Synergo, LLC; authorize Chair to sign/initial

**ITEMS REGARDING VEGETATION MANAGEMENT**

- 17) Consider approval of request to advertise and hire two (2) temporary Spartina Field Crew II’s and five (5) temporary Spartina Field Crew I’s

**ITEMS REGARDING SUPERIOR COURT**

- 18) Authorize Family Medical Leave (FMLA) and consider approval of Leave Credit Transfers
- 19) Consider approval of request to hire Roxanne Hutchins as a casual employee

**ITEMS REGARDING SHERIFF’S OFFICE**

- 20) Consider approval of request for twelve weeks of Leave of Absence Without Pay
- 21) Consider approval of request to purchase sit/stand workstation from Aberdeen Office

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

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**ITEMS REGARDING RISK MANAGEMENT**

- 22)** Consider approval of request to purchase Automated External Defibrillator (AED) from American AED

**ITEMS REGARDING GENERAL BUSINESS**

- 23)** Consider approval of Printing Contract with the Chinook Observer

**EXECUTIVE SESSION**

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

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5

4/20/16 Booe Mtg

# Years of Service Report April 2016

Total Years of Service	10		
Employee Name	Date of Hire	Calculation Date	ID Number
Sean K. Eastham	4/10/2006	4/1/2006	EASTS
Total Years of Service	25		
Employee Name	Date of Hire	Calculation Date	ID Number
Lori Craig Ashley	4/15/1991	4/1/1991	ASHLL

Monday, April 4, 2016  
c: Lisa -KB



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

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

REQUESTED MEETING DATE:

4-26-16

## AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Works	DIVISION (if applicable): Computer Services
OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor	PHONE / EXT: 2271
SIGNATURE: <i>Andrew B Seaman</i>	DATE: 4-15-16
<b>NARRATIVE OF REQUEST</b> Computer Services is requesting an interoffice transfers to re purpose old equipment. This move will be made in order to extend the services life of unused equipment and increase performance of those stations being replaced. This service is covered as overhead in the annual network fee. Please see attached Inventory Disposal/Transfer form.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Approve transfer of computer workstation from South District Court to Community Development, in accordance with Personal Property Inventory Procedures	

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 3059 DEPT/OFFICE: South District Court  
EQUIPMENT DESCRIPTION: Computer LOCATION:  
MODEL NUMBER: GX980/i7-2.8 SERIAL NUMBER: G9R8LN1

IS THIS EQUIPMENT STILL FUNCTIONING? ☐ YES ☐ NO  
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☐ NO

### DISPOSAL

DISPOSAL DATE: HOW DISPOSED:  
REASON FOR DISPOSAL:  
IF SOLD, AMOUNT RECEIVED: NAME OF PURCHASER:

### TRANSFER

TRANSFER DATE: 4-15-16  
TRANSFERRED FROM (DEPT/OFFICE): SDC TO (DEPT/OFFICE): DCD

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

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

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



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

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

REQUESTED MEETING DATE:

4-26-16

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

☐ 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: Public Works

DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor

PHONE / EXT: 2271

SIGNATURE: *Andrew B Seaman*

DATE: 4-15-16

#### NARRATIVE OF REQUEST

Computer Services is requesting to transfer two computer systems to re purpose old equipment. This transfer/disposal is being made to the Disabled American Veterans per request to the Board of County Commissioners and DAV. Please see attached disposal form.

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

Approve transfer of two (2) computer workstations to Disabled American Veterans, in accordance with Personal Property Inventory Procedures



# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 2963 and 2962	DEPT/OFFICE: Auditor
EQUIPMENT DESCRIPTION: Computers	LOCATION:
MODEL NUMBER: GX960	SERIAL NUMBER: 2NP2HJ1 and JMP2HJ1

IS THIS EQUIPMENT STILL FUNCTIONING? ☐ YES ☐ NO  
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☐ NO

### DISPOSAL

DISPOSAL DATE: 4-15-16	HOW DISPOSED: Transfer to Charity
REASON FOR DISPOSAL: Obsolete	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER: Disabled American Veterans

### TRANSFER

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

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

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

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

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

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



Board of Pacific County Commissioners  
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and 4th Tuesday of each  
month, beginning at 9 a.m.

REQUESTED MEETING DATE:

04/26/16

## AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-14-16
NARRATIVE OF REQUEST Attached for execution is Local Agency Agreement Supplement No. 1 for construction funds for safety guardrail.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Supplement No. 1 to Local Agency Agreement #LA-8631 with WA State Department of Transportation pertaining to the guardrail upgrades and authorize Chair to sign	

Name of Contractor: <u>to be determined</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):	
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 indicate appropriate Tax Id #, Uniform Business Identification #, 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 checked="" 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>	
<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:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<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>federal project - construction funds</u>	
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 #: <sup>104</sup> _____.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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS: 10% of preliminary engineering only



# Local Agency Agreement Supplement

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

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

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

The changes to the agreement are as follows:

## Project Description

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

Termini countywide

**Description of Work** ☒ No Change

## Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/2016

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No

Advertisement Date: 5/2016

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	10,000.00		10,000.00	1,000.00	9,000.00
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	10,000.00		10,000.00	1,000.00	9,000.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		533,890.00	533,890.00		533,890.00
	l. Other eligible non-federal		38,895.00	38,895.00	38,895.00	
	m. Other					
	n. Other					
	o. Agency		4,500.00	4,500.00		4,500.00
	p. State		500.00	500.00		500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		577,785.00	577,785.00	38,895.00	538,890.00
	r. Total Project Cost Estimate (e+j+q)	10,000.00	577,785.00	587,785.00	39,895.00	547,890.00

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

## Agency Official

## Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Director, Local Programs

Date Executed \_\_\_\_\_

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

## VI. Payment and Partial Reimbursement

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

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

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

## VII. Audit of Federal Consultant Contracts

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

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

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

## VIII. Single Audit Act

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

## IX. Payment of Billing

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

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

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

## XVII. Assurances

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



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:

4/26/2016

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

☐ 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: Community Development Department

DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

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

DATE: 4/8/2016

#### NARRATIVE OF REQUEST

The Department has offered the environmental health specialist position at Grade 13, Step 1, to Miles Lawson who has accepted. His first day will be May 2, 2016.

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

Approve hire of Miles Lawson, Environmental Health Specialist, Grade 13 Step 1, effective May 2, 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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and 4th Tuesday of each  
month, beginning at 9 a.m.

REQUESTED MEETING DATE:

4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_


☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development Department	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 4/14/2016
NARRATIVE OF REQUEST	
<p>The Washington Conservation Commission has amended Contract K1613 to extend the period of performance and funding available. The contract previously expired June 30, 2016, but has been extended one year to June 30, 2017.</p> <p>In addition, the total funds available to spend has increased by \$120,000 to a total of \$270,000.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Amendment #1 to Contract No. K1613 with WA State Conservation Commission regarding the Voluntary Stewardship Program Workplan Development and authorize Chair to sign</p>	

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
K1613

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

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

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

**\*Resolution Required**

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

AMOUNT OF MATCHING FUNDS:



**Amendment #1**

**Contract No. K1613 between the Washington State Conservation Commission and Pacific County**

**Project: Voluntary Stewardship Program Workplan Development**

**Amendment to Contract**

1. This amendment (the "Amendment") is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Pacific County, hereinafter referred to as "COUNTY", parties to the original contract dated January 14, 2016 (the "Contract").

2. The Contract is amended as follows: the entire clause of the original contract entitled "PERIOD OF PERFORMANCE" is replaced in its entirety by the following:

**PERIOD OF PERFORMANCE**

*Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2017, unless either extended by agreement of the parties or terminated sooner, as provided herein.*

3. The Contract is further amended as follows: The entire clause of the original contract entitled "FUNDING AVAILABLE" is replaced in its entirety by the following:

**FUNDING AVAILABLE**

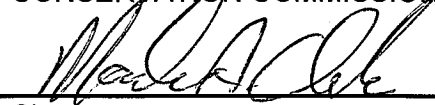
*Funding provided by legislative appropriation for the work herein will not exceed \$270,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.*

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

5. The effective date of this Amendment shall be the last date of signature.

WASHINGTON STATE  
CONSERVATION COMMISSION

PACIFIC COUNTY



\_\_\_\_\_  
Signature

Executive Director 4/11/16  
Title Date

\_\_\_\_\_  
Title Date

APPROVED AS TO FORM:

Approved as to form:

Assistant Attorney General

Pacific County Prosecuting Attorney

\_\_\_\_\_

\_\_\_\_\_



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

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

REQUESTED MEETING DATE:

4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item#: 6

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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): LTAC

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 ext 3334

SIGNATURE:

*Amanda Bennett*

DATE: 4/7/2016

#### NARRATIVE OF REQUEST

Request to approve Amendment #1 to the 2016 Tourism Service Contract. This amendment is to comply with RCW 67.28.1816 (2)(c)(ii) for mandatory expenditure reporting required by the Joint Legislative Audit & Review Committee (JLARC) for use of lodging tax.

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

Approve Amendment #1 to the fy2016 Tourism Service Contracts with Columbia Pacific Heritage Museum, Finnish-American Folk Festival, Long Beach Peninsula VB, NW Carriage Museum, Ocean Park Area COC, EDC, Fair, General Administration, Historical Society & Museum, Peninsula Saddle Club, Sheriff, Sunday Afternoon Live, Tokeland-North Cove COC, Water Music Festival, Willapa Harbor COC and World Kite Museum

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Columbia Pacific Heritage Museum**

**Contract Reference: TDF106:CPHM2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Columbia Pacific Heritage Museum, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Date

## Lodging Tax Contract: Finnish American Folk Festival

TDF106:FAFF2016 2016 Amendment #1



## Lodging Tax Contract: Long Beach Peninsula Visitors Bureau

TDF106:LBPVB2016 2016 Amendment #1

## Lodging Tax Contract: Northwest Carriage Museum

TDF106:NWCM2016 2016 Amendment #1

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Ocean Park Area Chamber of Commerce**

**Contract Reference: TDF106:OPACOC2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Ocean Park Area Chamber of Commerce, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name                      Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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



## Lodging Tax Contract: Pacific County Economic Development Council

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Pacific County Economic Development Council, (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

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

Board of County Commissioners  
Pacific County, Washington

Clerk of the Board Date

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Pacific County Fair**

**Contract Reference: TDF106:PCF2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Pacific County Fair, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Date

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Pacific County General Administration**

**Contract Reference: TDF106:PCGA2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Pacific County General Administration, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Date

## Lodging Tax Contract: Pacific County Historical Society & Museum

TDF106:PCHS2016 2016 Amendment #1

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Peninsula Saddle Club**

**Contract Reference: TDF106:PSC2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Peninsula Saddle Club, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Date

## Lodging Tax Contract: Pacific County Sheriff

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Pacific County Sheriff, (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

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

Board of County Commissioners  
Pacific County, Washington

Chair

Commissioner

Date \_\_\_\_\_



## Lodging Tax Contract: Tokeland North Cove Chamber of Commerce

TDF106:TNCCOC2016 2016 Amendment #1



**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Water Music Festival**

**Contract Reference: TDF106:WMF2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Water Music Festival, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Date

**AMENDMENT #1  
TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Willapa Harbor Chamber of Commerce**

**Contract Reference: TDF106:WHCOC2016**

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between Willapa Harbor Chamber of Commerce, ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

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

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

**NOW, THEREFORE**, in order to comply with RCW 67.28.1816(2)(c)(ii), the existing Tourism Service Contract shall be amended as follows:

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

**IT IS HEREBY RESOLVED**, that all other terms and conditions of the Tourism Service Contract shall remain unchanged.

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

ORGANIZATION

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name                      Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

## Lodging Tax Contract: World Kite Museum

**THIS AGREEMENT** originally entered into on the 11th day of November, 2015 by and between World Kite Museum, (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

**WHEREAS**, RCW 67.28.1816(2)(c)(ii) requires that the Joint Legislative Audit & Review Committee (JLARC) report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. As a result, local government is required to report to JLARC in order to meet this statutory requirement.

18. **REQUIRED REPORTING:** The ORGANIZATION is required to submit an estimated expenditure report by June 30, 2016. The ORGANIZATION is also required to submit a final actual expenditure report by December 19, 2016 with the final voucher to receive full payment.

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

Board of County Commissioners  
Pacific County, Washington

Chair

Commissioner

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

4/26/16

## AGENDA REQUEST FORM

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

Agenda Item #: 7

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: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE:

*Kathy Spoor*

DATE:

*4/13/16*

#### NARRATIVE OF REQUEST

Attached for your consideration is an amendment to our agreement with Wahkiakum County for sharing the cost of superior court administrative services. The amendment addresses the impact on overall case filings when Wahkiakum County began allowing "mail in" dissolutions. In the past the costs were allocated based on the percentage of total cases filed. With the significant increases in cases in Wahkiakum County that percentage shifted considerably, without a significant increase in court administrative time. In this agreement the Wahkiakum County clerk will track the number of "mail in" dissolutions, that number will be deducted from the overall case filings and then the percentage split will be calculated. Once that is calculated 2% will be deducted from Pacific County's share and added to Wahkiakum's to account for the increase in workload the additional filings do create. This will not have much of an impact on the overall revenue received from Wahkiakum County.

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

Move to approve Amendment #1 to the Intergovernmental Agreement for Funding of the Court Administrator/Court Recorder and Assistant Court Administrator for the Superior Court of Pacific and Wahkiakum Counties.

Name of Contractor: <u>Pacific and Wahkiakum County</u>																									
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): <u>Intergovernmental Agreement for Funding of the Court Admin/Recorder and Assistant Court Ad of Pac and Wah Counties</u>																									
<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): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> For-Profit  <input type="checkbox"/> Non-Profit  <input type="checkbox"/> State  <input type="checkbox"/> Federal         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Private Organization/Individual  <input checked="" type="checkbox"/> Public Organization/Jurisdiction  <input type="checkbox"/> Sub-Recipient  <input type="checkbox"/> Other         </td> </tr> </table>		<input type="checkbox"/> For-Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> State <input type="checkbox"/> Federal	<input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Other																						
<input type="checkbox"/> For-Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> State <input type="checkbox"/> Federal	<input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Sub-Recipient <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> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Insurance/Bonds  <input type="checkbox"/> Single (Sole) Source Purchase*                                   <u>*Resolution Required</u> </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Emergency Event (Purchases/Public Works)  <input type="checkbox"/> Special Facilities/Market Conditions         </td> </tr> </table>		<input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Single (Sole) Source Purchase* <u>*Resolution Required</u>	<input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Special Facilities/Market Conditions																						
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<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																									
<table style="width: 100%; border: none;"> <tr> <td style="width: 16.6%;"><input type="checkbox"/> RFP</td> <td style="width: 16.6%;"><input type="checkbox"/> RFQ</td> <td style="width: 16.6%;"><input type="checkbox"/> Franchise</td> <td style="width: 16.6%;"><input type="checkbox"/> Annexation</td> <td style="width: 16.6%;"><input type="checkbox"/> Ordinance</td> <td style="width: 16.6%;"><input type="checkbox"/> Resolution</td> </tr> <tr> <td><input checked="" type="checkbox"/> Appeal</td> <td><input type="checkbox"/> Inventory Acquisition/Disposal</td> <td><input type="checkbox"/> Tort Claim</td> <td><input type="checkbox"/> Call for Bids</td> <td colspan="2"></td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Open Space</td> <td colspan="3"><input type="checkbox"/> Post, Advertise, &amp; Fill Position</td> </tr> <tr> <td colspan="6"><input type="checkbox"/> Other (please describe): _____</td> </tr> </table>		<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ	<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal	<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids			<input type="checkbox"/> Open Space			<input type="checkbox"/> Post, Advertise, & Fill Position			<input type="checkbox"/> Other (please describe): _____					
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<input type="checkbox"/> Open Space			<input type="checkbox"/> Post, Advertise, & Fill Position																						
<input type="checkbox"/> Other (please describe): _____																									
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>    																									
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">TOTAL COST/AMOUNT (include sales &amp; use tax):</td> <td style="width: 50%;">TOTAL TAX:</td> </tr> <tr> <td>TOTAL SHIPPING/HANDLING:</td> <td>EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX</td> </tr> <tr> <td>EXPENDITURE BUDGETED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</td> <td>SUPPLEMENTAL REQUIRED?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>IN-KIND MATCH REQUIRED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</td> <td>DESCRIBE MATCH:</td> </tr> <tr> <td>MATCHING FUNDS REQUIRED?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</td> <td>AMOUNT OF MATCHING FUNDS:</td> </tr> </table>		TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:	TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX	EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:	MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:														
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IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:																								
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:																								

INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF  
THE COURT ADMINISTRATOR/COURT RECORDER AND ASSISTANT COURT ADMINISTRATOR  
FOR THE SUPERIOR COURT OF PACIFIC AND WAHKIAKUM COUNTIES

AMENDMENT #1

**WHEREAS**, the Agreement for Services between the County of Pacific, hereinafter referred to as PACIFIC, and the County of Wahkiakum, hereinafter referred to as WAHKIAKUM, entered into the 1st of November, 1997, needs to be updated; AND

**WHEREAS**, there is a need to amend sections of the agreement to reflect adjustments in the apportionment formula for calculating the share of funding for the salaries and benefits of the court administrator/court recorder due to the significant increase in filings by WAHKIAKUM related to a change in the manner they accept filings for dissolutions, and to include the salaries and benefits of the assistant court administrator in the staffing calculation as has been done since 1998, but not reflected in the agreement; AND

**WHEREAS**, PACIFIC COUNTY recognizes that the increase in filings attributable to "mail in" dissolutions does not require the same level of time and effort by the court administrator/court recorder and assistant court administrator. Therefore, using the formula set out in RCW 2.32.210 without additional consideration would result in an inequity in the apportionment of the salary and benefits for the court administrator/court recorder and assistant court administrator; AND

**WHEREAS**, the increase in filings does require some additional court administrator/court recorder and assistant court administrator time and effective January 1, 2016, requires an additional 2% be added annually to the percentage calculated for WAHKIAKUM using the apportionment formula set out in RCW 2.32.210;

**NOW, THEREFORE**, TITLE OF INTERLOCAL AGREEMENT, Section 2, "BACKGROUND", Section 3, 'RESPONSIBILITIES', "Section 4, "CONSIDERATION", Section 6, "EFFECTIVE DATE", are hereby amended as follows:

TITLE OF INTERLOCAL AGREEMENT

Replace in its entirety with:

INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE COURT  
ADMINISTRATOR/COURT RECORDER AND ASSISTANT COURT ADMINISTRATOR FOR  
THE SUPERIOR COURT OF PACIFIC AND WAHKIAKUM COUNTIES

2. BACKGROUND

Replace in its entirety with:

By virtue of Joint Resolution No. JR 89-01 adopted by the County Commissioners of Pacific and Wahkiakum Counties in January, 1989, the position of Court Reporter/Administrator was created, and in 1998, the position of Assistant Court Administrator was added. These positions will provide services to both counties. In 2015, the position of Court Reporter/Administrator was retitled as Court Administrator/Recorder.

3. RESPONSIBILITIES

Replace in its entirety with:

The Court Administrator/Recorder and Assistant Court Administrator shall be employees of PACIFIC. PACIFIC shall have full responsibility and authority with respect to personnel management of said employees, including but not limited to, the setting of wages, hours, benefits, working conditions, recruitment, selection, hiring, discipline, and discharge.

4. CONSIDERATION

Add subsection (c)

(c) 2016 and thereafter: WAHKIAKUM shall pay PACIFIC for its proportionate share of salary and benefits for the position of Court Administrator/Court Recorder and Assistant Court Administrator according to the apportionment formula set forth in RCW 2.32.210 with the following adjustment:

- 1) Annually the WAHKIAKUM court clerk will track the number of dissolutions that are "mail in" and report the number for the previous year to the Court Administrator/Court Recorder no later than January 31<sup>st</sup> each year.
- 2) The Court Administrator/Court Recorder will deduct the number of "mail in" dissolutions from the total filings reported by Washington State Administrative Office of the Courts for WAHKIAKUM and then run the apportionment formula.
- 3) An additional 2% will be added to the annual percentage attributed to WAHKIAKUM.

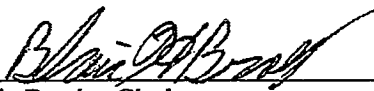
6. EFFECTIVE DATE

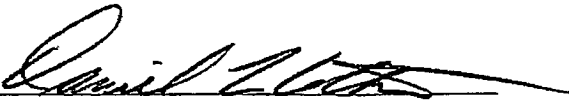
This amendment will be effective as of January 1, 2016.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 12<sup>th</sup> day of April 2016.

BOARD OF COUNTY COMMISSIONERS  
WAHKIAKUM COUNTY, WA

  
Blair Brady, Chair

  
Daniel Cothren, Member

  
Mike Backman, Member

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WA

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

\_\_\_\_\_  
Steve Rogers, Member

\_\_\_\_\_  
Lisa Ayers, Member

ATTEST:

Beth Johnson  
Beth Johnson  
Clerk of the Board

ATTEST:

Marie Guernsey  
Marie Guernsey  
Clerk of the Board

APPROVED AS TO FORM:

[Signature]  
Wahkiakum Co Prosecutors Office 2127  
WSBA#

APPROVED AS TO FORM:

Pacific Co Prosecutors Office WSBA#



**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 26, 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

131703                      thru                      131812                      \$ 240,886.87

Warrants Dated: April 15, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

APR 15 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

9

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, April 12, 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  
Mike Collins, Public Works Director/County Engineer  
Mary Goelz, Health & Human Services Department Director  
Faith Taylor-Eldred, Community Development Director  
Scott McDougall, Emergency Management Deputy  
Dotsi Graves, Fair/Parks Manager,

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, representing the Chinook Observer  
Dick Anderson

**PUBLIC COMMENT - None**

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

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

**Department of Public Works**

**Confirm start date of Mitchell Wirkkala as April 4, 2016**

**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**

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

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

**Health & Human Services**

**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**

**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**

**Sheriff's Office**

**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**

**Confirm hire of Caitlin Ochoa, Telecommunicator, Step 1, effective April 3, 2016**

**Civil Service**

**Approve transfer of file cabinet to South District Court and removal from inventory**

**Boards and Commissions**

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

**General Business**

**Approve March, 2016 payroll  
total employees - 176; total payroll - \$725,406.03**

**Approve Vendor Claims  
Warrants Numbered 131439 thru 131535 - \$198,580.49  
Warrants Numbered 131536 thru 131605 - \$160,354.48**

**Approve regular meeting minutes of March 22, 2016**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**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**

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

**Approve Project Prospectus for Sandridge Road Resurfacing Project and authorize Chair to sign**

**Approve Project Prospectus for the 2016 Safety Guardrail Project and authorize Chair to sign**

**Approve Interagency Agreement with Pacific Conservation District for the WA Coast Restoration Initiative Project No. 15-1533R/Rue Creek Salmon Restoration Project, subject to language changes on page six and approval by Pacific Conservation District**

**Approve purchase of a 2011 Leeboy Asphalt Paver in the amount of \$98,000 including sales tax and delivery, subject to adequate budget appropriations**

**Approve request to advertise for temporary engineering aides for summer the construction season, subject to adequate budget appropriations and not to exceed five months**

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

**Approve Special Use Agreement with Happy Destiny for use of Morehead Park July 22-24, 2016 and authorize Chair to sign, subject to receipt of insurance prior to the event**

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

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

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

**Accept 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**

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

**Approve request to increase Brandi Keightley, Administrative Asst. II, to 1.0 FTE, effective May 1, 2016, subject to adequate budget appropriations**

**Approve of request to advertise and interview for the Litter Crew Lead and youth positions**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

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

**Approve request to advertise and hire a full-time temporary Environmental Health Technician, not to exceed five months, subject to adequate budget appropriations**

**ITEMS REGARDING HEALTH & HUMAN SERVICES**

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

**Approve Contract with Ocean Beach School District to provide Parent Engagement & Homeless Liaison services in the amount of \$23,000, and noting that a supplement will be required**

**Approve the 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**

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

**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**

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

**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**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve Lease of 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**

**Approve request to allow phone extensions be paid from Current Expense Telecommunications Fund 001, subject to adequate budget appropriations**

**Adopt Resolution 2016-012 pertaining to the adoption of the Pacific County Hazard Mitigation Plan**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Accept resignations from Oysterville Design Review Board members, Anne Kepner, Greg Rogers and Peter Janke**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Adopt Proclamation recognizing April as Records and Information Management month**

**Adopt Resolution 2016-013 in the matter of the time frame under which a manifest error claim can be made**

**Approve Technical Support Agreement with Efficiency Inc. recording program in the amount of \$4,782.24 including sales tax, and authorize Chair to sign, subject to adequate budget appropriations**

**Adopt Resolution 2016-014 in the matter of dissolving the Board of Adjustment, effective March 1, 2016**

**EXECUTIVE SESSION**

9:35AM for 15 minutes

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

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve request to advertise/hire for temporary maintenance staff, not to exceed five months, subject to adequate budget appropriations**

**Accept resignation of Randy Irwin, Traffic Control/Maintenance Technician, effective April 24, 2016, authorize advertising/filling of vacant position, subject to adequate budget appropriations**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Vendor Claims, Warrants Numbered 131606 thru 131702 in the amount of \$267,247.35, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**RECESS – 9:35AM**

**EXECUTIVE SESSION**

Extended for five minutes to 9:55AM

**BACK IN SESSION – 10:00AM**

Chairman Wolfe announced that no decisions were made during executive session.

**PUBLIC HEARING – 10:00AM**

**ATTENDANCE:** Chairman Wolfe, Commissioner Ayers, Commissioner Rogers; there were no members of the public in attendance.

Chairman Wolfe opened the public hearing to consider bids received for the County Official/Area Specific Newspaper.

The Clerk of the Board opened the only bid received, which was from the Chinook Observer of Long Beach. Their bid was \$7.80 per column inch for the first insertion and \$6.77 for subsequent insertions.

Chairman Wolfe closed the public hearing

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

**Award the Call for Bids for Official County and Area-Specific Newspaper to the Chinook Observer as the best, lowest, and only bidder and authorize the Clerk of the Board to prepare the Printing Contract for consideration at the April 26, 2016 meeting**

**MEETING CLOSED AT 10:03AM**

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**

Certificate of Liability Insurance from Astoria-Warrenton Chamber of Commerce, effective 4/16/16 through 4/16/17 filed this date.

Notice received from WA State Liquor and Cannabis Board of a Marijuana License Application received from Brenda and Charlton Van Horn.

Notice received from WA State Liquor and Cannabis Board of license expirations for Cranberry Museum, Boreas Bed & Breakfast, Charles Nelson Guest House, and George Johnson House B&B.

Letter received from Beverly Winder regarding Rhodesia Beach Road in Bay Center.

'Discovery of Accounting' from James J. O'Hagan filed this date.

Letter received from Monica Rhule regarding Rhodesia Beach Road and Grove Street in Bay Center.

Public Notice received from the City of Raymond regarding an application for a Conditional Use Permit for site industrial type uses, including but not limited to the production and processing of recreational marijuana, filed by Walter Mitchell, of Menifee, California.

Copy of MEMO from Joe Camenzind, Telecommunications Engineer to Wahkiakum West Telephone regarding change of service request.

Copy of letter received from Bill Schrier, SIEC Chare, WA OneNet State Point of Contact sent to Stephanie Fritts, Emergency Management Director.

Copy of letter from Pacific Conservation District regarding request for Design Funding for Smith Creek Bridge and Tidal Restoration Project.

Email with attached letter to the Commissioners from Gary and Paula Mauro of Chinook regarding Mauch's RV Trailer Park.

Letter from Randy Brosius regarding complaint against the Department of Community Development.

Letter received from State of WA Department of Commerce regarding Community Development Block Grant (CDBG) Contract #13-65400-040 pertaining to the Water System Plan with Chinook Water District.

Email notice received regarding Sam Shouten's last day as April 3, 2016.

Email received from Ann Skelton thanking the county for the enforcement action in Seaview.

Notice received from the Ocean Park Area Chamber of Commerce regarding their 35<sup>th</sup> Annual Northwest Garlic Festival to be held June 18-19, 2016.

Copy of letter sent to Anthony Foxx, Secretary for US Department of Transportation supporting the WA State Department of Transportation 2016 TIGER capital grant application for the SR 105/North Cove Vicinity – Erosion Protection Project.



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

Volunteer Confidentiality Agreement from Prabhjot (PB) Bains, effective April 11, 2016 through April 26, 2016.

DRAFT



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:

4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

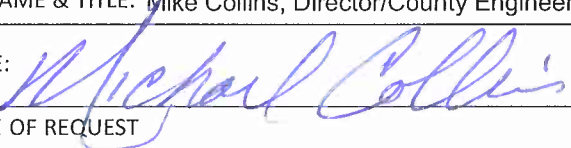
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Facilities
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 4-18-16
NARRATIVE OF REQUEST  Request to replace HVAC Control System at Long Beach Administrative Facility - South County. Three quotes were solicited. Recommend Actionaire, Inc. from Hoquiam to perform the work, \$28,350 + wsst.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve replacement of the HVAC Control System at the South County Administration Facility with Actionaire, Inc. of Hoquiam, in the amount of \$28,350, subject to adequate budget appropriations	

Name of Contractor: <u>Actionaire, Inc.</u>																									
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): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> For-Profit</td> <td><input type="checkbox"/> Private Organization/Individual</td> </tr> <tr> <td><input type="checkbox"/> Non-Profit</td> <td><input type="checkbox"/> Public Organization/Jurisdiction</td> </tr> <tr> <td><input type="checkbox"/> State</td> <td><input type="checkbox"/> Sub-Recipient</td> </tr> <tr> <td><input type="checkbox"/> Federal</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual	<input 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																
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<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 checked="" 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: <u>Long Beach Administrative Facility</u>																									
<b>Exceptions to Bidding (Please provide appropriate documentation):</b> <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 <i>*Resolution Required</i>																									
<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																									
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> RFP</td> <td><input type="checkbox"/> RFQ</td> <td><input type="checkbox"/> Franchise</td> <td><input type="checkbox"/> Annexation</td> <td><input type="checkbox"/> Ordinance</td> <td><input type="checkbox"/> Resolution</td> </tr> <tr> <td><input type="checkbox"/> Appeal</td> <td><input type="checkbox"/> Inventory Acquisition/Disposal</td> <td><input type="checkbox"/> Tort Claim</td> <td><input type="checkbox"/> Call for Bids</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Open Space</td> <td colspan="2"><input type="checkbox"/> Post, Advertise, &amp; Fill Position</td> <td colspan="3"></td> </tr> <tr> <td colspan="6"><input checked="" type="checkbox"/> Other (please describe): <u>quotations</u></td> </tr> </table>		<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ	<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal	<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids			<input type="checkbox"/> Open Space	<input type="checkbox"/> Post, Advertise, & Fill Position					<input checked="" type="checkbox"/> Other (please describe): <u>quotations</u>					
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<input checked="" type="checkbox"/> Other (please describe): <u>quotations</u>																									
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>    																									
<table style="width: 100%; border: none;"> <tr> <td>TOTAL COST/AMOUNT (include sales &amp; use tax): \$28,350</td> <td>TOTAL TAX:</td> </tr> <tr> <td>TOTAL SHIPPING/HANDLING:</td> <td>EXPENDITURE FUND #: _____,XXX.XXX.XX.XX</td> </tr> <tr> <td>EXPENDITURE BUDGETED?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</td> <td>SUPPLEMENTAL REQUIRED?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>IN-KIND MATCH REQUIRED?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td> <td>DESCRIBE MATCH:</td> </tr> <tr> <td>MATCHING FUNDS REQUIRED?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td> <td>AMOUNT OF MATCHING FUNDS:</td> </tr> </table>		TOTAL COST/AMOUNT (include sales & use tax): \$28,350	TOTAL TAX:	TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____,XXX.XXX.XX.XX	EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:	MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:														
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The HVAC control system at our Long Beach Administration Facility is complicated and problematic. In order to fix this condition, we recommend replacing the current control system with a more conventional system. The heat pumps and ducting will remain as-is, but the controllers, thermostats and by-pass dampers will need to be replaced. We have solicited three quotes for this project and the results are attached. We recommend having Actionaire Inc. from Hoquiam perform the work at the lowest quoted amount of \$28,350 + WSST.

# ACTIONAIRE, Inc.

Refrigeration, Heating, & Air Conditioning

302 Lincoln Street, Hoquiam, WA 98550

Phone: (360) 538-0873 Fax: (360) 538-0107

ACTIOI\*053Q8

ESTIMATE SUBMITTED TO <b>PACIFIC COUNTY</b>	Phone	Fax #	Date March 31, 2016
Address	Job Name 7013 SANDRIDGE RD LONG BEACH WA – HVAC CONTROL MODIFICATIONS		
City, State, Zip	Contact JOE <a href="mailto:JCAMENZIND@CO.PACIFIC.WA.US">JCAMENZIND@CO.PACIFIC.WA.US</a>	Email	Job Number PACIFIC CO HVAC CTRL MODS LONG BEACH

We hereby submit specifications and estimates for

## HVAC CONTROL MODIFICATIONS

Bid to provide labor, materials, and permits to replace the existing hvac Carrier control systems which serve the building located at 7013 Sandridge Road, Long Beach, WA.

Rooftop units #1, #2, and #3 will be controlled by one (1) Honeywell 8000 touch-screen programmable with Wi-Fi option.

Rooftop units #4, #5, #6, and #7 will be retrofitted to include one (1) Honeywell zone controller with dampers and Honeywell touch-screen programmable thermostats to allow for independent temperature control in zone.

Bid includes controls, wiring, low-voltage permits, training, and as-built drawings. Bid also includes all labor estimated at current public works prevailing wage rates as per Department of Labor and Industries requirements. Warranty: 1-Year Parts and Service.

**PRICE:** \$ 28,350.00 *plus sales tax*

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:  
AS STATED ABOVE.

### PAYMENT TO BE MADE AS FOLLOWS:

- 50% due upon equipment order. Balance due in full upon completion and customer satisfaction of the work described above.
- 2% processing fee for any credit card payment(s)
- Additional charges may incur if any additional work needs to be performed outside of the scope of the above bid.

ACCEPTANCE - The above prices, specifications and conditions are satisfactory and are hereby accepted. ACTIONAIRE, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Submitted by: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

(360) 923-1244 Ext 136 5210 Lacey lvd. SE. ♦ Lacey WA 98503 ♦ e-mail: [kad@sunsetair.com](mailto:kad@sunsetair.com) FAX: (360) 455-4005

## HVAC Budget

<b>Project Name:</b>	<b><i>Long Beach Administration Building</i></b>
<b>Bid Date &amp; Time:</b>	<b><i>Tuesday, February 09, 2016</i></b>
<b>Estimator:</b>	<b><i>Kim A Dinsmore</i></b>
<b>Attn:</b>	<b><i>Joe Camenzind</i></b>



### Design/Build



#### **Base Bid**

**\$32,170.00 + Tax**

**Includes:** Including installation labor: HVAC Engineering/design, NREC compliance for the mechanical systems.

#### **HVAC (Base):**

- Remove existing Carrier 3V control system; including but not limited to thermostats, control dampers, actuators, control boards.
- Install (3) Stand Alone 7 day programmable thermostats for heat pumps 1,2 and 3
- Install (4) Independent Honeywell True Zone systems for Heat Pumps, 6,7,8 and 9 includes but is not limited to, thermostats, dampers, actuators, control boards,
- Line and Low voltage wiring
- Provide necessary duct modifications
- Start and test
- 1 year full warranty

#### **Applicable Codes:**

This design/build proposal addresses and responds to codes in effect at the time this proposal was generated. As such, it does not address changes to codes that become effective between this proposal date and the permit submittal date.

### **TERMS OF PROPOSAL:**

Please be aware that is pricing reflects current equipment/material pricing and availability, with no factor for inflation/escalation. The price shown is good for 30 days. Given the volatility of the commodities market, this portion of our price may need to be adjusted for final pricing.

### **DESIGN/ENGINEERING:**

As part of this proposal, Sunset Air shall produce professionally engineered; CAD generated HVAC drawings for this project. Drawings and other documents, including those in electronic form ("Documents") prepared by Sunset Air are for use solely with respect to the subject project. Sunset Air is the owner of the Documents, and shall retain all common law, statutory, and other reserve rights, including copyrights. Upon execution of this Proposal, and expressly conditioned upon Sunset Air performing the construction associated with the Documents for the project, Sunset Air grants to Client a non-exclusive license to reproduce Sunset Air's documents solely for purposes of constructing, using, and maintaining the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due. If construction is delayed for more than 30 days after notice to proceed with design, the owner agrees to pay Sunset for its design costs prior to commencement of construction.

### **TAX:**

In considering the information and materials presented herein, you should consult with your tax professional regarding the applicability and availability of any energy tax credits discussed herein. Nothing in this material should be construed as tax advice, nor should this material, or any other information obtained from Sunset Air, Inc., be relied upon for tax planning purposes.

### **PAYMENT:**

Interest of 12% per annum shall be owing on any invoice not paid within 30 days. In the event that Sunset Air is required to employ an attorney to collect sums owing, Sunset Air shall also be entitled to its reasonable attorneys' fees, and all other costs and expenses incurred.

If this proposal is acceptable, please indicate you acceptance by signing and returning. We will consider this direction to proceed. You will also need to sing the notice to customer portion below.

Date of acceptance: \_\_\_\_\_

\_\_\_\_\_  
(Name) – Please Print

\_\_\_\_\_  
(Signature)

**TERMS OF PROPOSAL:**

Please be aware that is pricing reflects current equipment/material pricing and availability, with no factor for inflation/escalation. The price shown is good for 30 days. Given the volatility of the commodities market, this portion of our price may need to be adjusted for final pricing.

**DESIGN/ENGINEERING:**

As part of this proposal, Sunset Air shall produce professionally engineered; CAD generated HVAC drawings for this project. Drawings and other documents, including those in electronic form ("Documents") prepared by Sunset Air are for use solely with respect to the subject project. Sunset Air is the owner of the Documents, and shall retain all common law, statutory, and other reserve rights, including copyrights. Upon execution of this Proposal, and expressly conditioned upon Sunset Air performing the construction associated with the Documents for the project, Sunset Air grants to Client a non-exclusive license to reproduce Sunset Air's documents solely for purposes of constructing, using, and maintaining the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due. If construction is delayed for more than 30 days after notice to proceed with design, the owner agrees to pay Sunset for its design costs prior to commencement of construction.

**TAX:**

In considering the information and materials presented herein, you should consult with your tax professional regarding the applicability and availability of any energy tax credits discussed herein. Nothing in this material should be construed as tax advice, nor should this material, or any other information obtained from Sunset Air, Inc., be relied upon for tax planning purposes.

**PAYMENT:**

Interest of 12% per annum shall be owing on any invoice not paid within 30 days. In the event that Sunset Air is required to employ an attorney to collect sums owing, Sunset Air shall also be entitled to its reasonable attorneys' fees, and all other costs and expenses incurred.

If this proposal is acceptable, please indicate your acceptance by signing and returning. We will consider this direction to proceed. You will also need to sign the notice to customer portion below.

Date of acceptance: \_\_\_\_\_

\_\_\_\_\_  
(Name) – Please Print

\_\_\_\_\_  
(Signature)

Kim A Dinsmore  
Executive Vice President  
Sunset Air Inc.  
360-923-1244x107



### NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no. SUNSEA\*220CM, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is February 2, 2016.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be lienied to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

If payments due on this Contract are not paid, Customer agrees to pay all costs of collection, including reasonable attorneys' fees and experts' fees necessary for collection.

I have received a copy of this disclosure statement.  
(Signature of Customer)

Project Name / Location:

Contracting Party: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

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:

04/26/16

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-14-16
NARRATIVE OF REQUEST This office requests authorization to "piggyback" the bid received from Clark County for Emulsified Oil, Clark County Bid No. 2637. The CRS-2P price per ton is \$369.50. Clark County has provided all documents pertaining to the advertisement/award. Attached are copies of the Invitation to Bid, the Specifications, the Affidavit of Publishing, the Bid Tabulation Sheet, Recommendation to Clark County BOCC, and Notice of Award. A letter from Albina confirming their intention to allow Pacific County to piggyback along with the Intergovernmental Agreement with Clark County are also included for your review.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to "piggyback" on Clark County Contract with Albina Asphalt for purchase of CRS-2P oil, subject to adequate budget appropriations	

Name of Contractor: <u>Albina Asphalt</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>Intergovernmental Agreement with Clark County</u>	
Indicate type:	
<input checked="" type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe) :
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation):	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input checked="" type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<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): _____	
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 #: <sup>104</sup> ____.XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

April 26, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Dept of Public Works

DIVISION (if applicable): Parks

OFFICIAL NAME & TITLE: Dotsi Graves, Parks Manager

PHONE / EXT: Ext 2288

SIGNATURE

DATE: April 20, 2016

#### NARRATIVE OF REQUEST

The Parks Dept requested and received three bids for the demolition of four buildings at Morehead Park (see attached map). Parks Department requests authorization to award bid to Woody's Septic Specialties, Inc., in the amount of \$3,237, which includes sales tax. Parks Department will be responsible for dumping fees, which are not included in bid.

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

Approve acceptance of bid from Woody's Septic Specialties Inc. for demolition of four buildings at Morehead Park in the amount of \$3,237, including sales tax, subject to adequate budget appropriations

**Moorhead Park Boundary**

1

2

3

4

MOORHEAD

LOOP RD

CAMP

FIELD

CAMP MOORHEAD RD

CABINS

FENCE LINE

CAMP FIRE



**2016 Morehead Park  
Building Demolition Bid Results**

	<b>Demo</b>	<b>Sales tax</b>	<b>Total Bid</b>
<b>Woody's Septic Speicalities</b>	\$3,000.00	\$237.00	\$3,237.00
PO Box D			
Long Beach, WA 98631			
 <b>DPR Builders</b>	 \$3,455.00	 \$276.40	 \$3,731.40
PO Box 996			
Ocean Park, WA 98640			
 <b>Wirkkala Construction</b>	 \$5,525.00	 \$442.00	 \$5,967.00
PO Box 1077			
Long Beach, WA 98631			



**Woody's Septic Specialties, Inc.**

PO Box D

Long Beach, WA 98631

(360)642-4459

woodysseptic@gmail.com

<http://woodysseptic.com>**ADDRESS**

Pacific County DPW

PO Box 66

South Bend, WA 98586

**ESTIMATE 1490****DATE 04/13/2016**

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/13/2016	<b>Construction</b> Demolition of four buildings at Moorehead Park, 27600 Sandridge Road. Equipment and trucking, Pacific County to pay dump fees	1	3,000.00	3,000.00T

*The above prices, specifications & conditions are satisfactory  
& accepted. Any alterations or deviations from the above will  
only be executed once confirmed by the property owner or  
authorized personnel and Woody Jr. ONLY.  
25% DEPOSIT AND SIGNED ESTIMATE REQUIRED TO  
PROCEED.*

SUBTOTAL	3,000.00
TAX (7.9%)	237.00

<b>TOTAL</b>	<b>\$3,237.00</b>
--------------	-------------------

Accepted By

Accepted Date

DPR Builders & Developers Inc

PO Box 996  
Ocean Park, WA 98640  
360-665-4225

## Estimate/Contract

Date	Estimate #
4/13/2016	464

Moorehead Park  
27600 Sandridge Rd  
Ocean Park ,Wa 98640

VALID FOR  
30 DAYS

Project

Description	Qty	Rate	Total
mobilization for machine		225.00	225.00T
machine time		1,850.00	1,850.00T
estimate 12 loads @ 65.00 per load		780.00	780.00T
trucking to land fill			
man labor to clean site and load debris		600.00	600.00T

Thanks, Rob

**Subtotal** \$3,455.00

ELECTRIC NOT INCLUDED

**Sales Tax (8.0%)** \$276.40

**Total** \$3,731.40

THIS ESTIMATE IS  
SATISFACTORY & HEREBY  
ACCEPTED YOU ARE  
AUTHORIZED TO DO THE  
WORK AS SPECIFIED  
DATE AND SIGN

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# Wirkkala Construction Proposal

FROM

(7009 SANDRIDGE RD.)  
P.O. BOX 1077  
LONG BEACH, WA 98631

Proposal No.

Sheet No.

Date 4-1-80

## Proposal Submitted To

Name Pacific County Public Works  
Street P.O. Box 66  
City South Beach WA 98580  
State \_\_\_\_\_  
Telephone number \_\_\_\_\_

## Work To Be Performed At

Street 27000 Sandridge Rd  
City \_\_\_\_\_ State \_\_\_\_\_  
Date of Plans \_\_\_\_\_  
Architect \_\_\_\_\_

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1. Demo 4 Buildings at Moorehead Park as shown on map &  
hauling Demo Debris to Peninsula Swiftons Disposal Site.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ 5525.00).

with payments to be made as follows:

Tax 402.00

Total 5927.00

Payment Due Upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by \_\_\_\_\_

Respectfully submitted

Ed Wirkkala

Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within 90 days

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

April 26, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director

PHONE / EXT: 2644

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

DATE: 4/18/16

### NARRATIVE OF REQUEST

Request the Board approve and sign a contract with CHOICE Regional Health Network to work with them to provide prevention and education to youth related to Marijuana use. This was a grant that was applied for and received by CHOICE through the Regional ACH, Cascade Pacific Action Alliance. The work will be done in collaboration with the seven counties that make up this regional Accountable Community of Health. With this grant the county will be assisting CPAA to produce a Needs Assessment in the county related to needs around Marijuana education and prevention for youth. We will be using other needs assessments that may have been completed on this topic for the county. This funding was not included in the approved 2016 budget and will require a Supplemental budget request.

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

Approve Contract No. N21896-09 with CHOICE Regional Health Network for Youth Marijuana Prevention and Education Program, noting a supplement will be required and authorize Chair to sign

Name of Contractor: CHOICE Regional Health Network

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Youth Marijuana Prevention and Education Program

☐ **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 health department has been working with the CHOICE network for the past two years in developing a regional Accountable Care Organization directed by HCA/Medicaid system. Cascade Pacific Action Alliance was approved by HCA as an ACO this past year. CPAA has received funds from the State to provide planning and pilot projects. Funding for marijuana education/prevention was applied for from the Dept of Health, it needed to be applied for by a regional unit. They were approved for this funding and each of the 7 LHJ's agreed to participate in this project. This is the first wave of the project

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:



Regional Health Network

**CHOICE Regional Health Network**

1217 4<sup>th</sup> Ave E., Suite 200

Olympia, WA 98506

(360) 539-7576

Contract No: N21896-09

☒ New Contract

☐ Amendment No:

**Contract between CHOICE Regional Health Network, Regional Lead Organization (RLO) coordinator of Youth Marijuana Prevention and Education Program and Pacific County PH**

Subcontractor Information		
<b>Name</b> Pacific County Public Health and Human Services Department	<b>Address</b> 1216 W. Robert Bush Drive South Bend, WA 98586	<b>Phone Number(s)</b> 360-875-9343
<b>Social Security or Federal ID#</b> 916001356	<b>Contact Person</b> Mary Goelz	<b>Contact Title</b> Director
<b>Contact Phone Number</b> 360-875-9343	<b>Contact Fax Number</b> 360-875-9323	<b>Contact E-Mail Address</b> mgoelz@co.pacific.wa.us

RLO Subcontractor		
CHOICE Regional Health Network		
Project/Contract		
Youth Marijuana Prevention and Education Program		
<b>CHOICE Subcontract #</b> N21896-09	<b>Contact Person</b> Jennifer Brackeen	<b>Contact Title</b> Program Director
<b>Contact Phone Number</b> (360) 539-7576 x. 105	<b>Contact Fax Number</b> (360) 943-1164	<b>Contact E-Mail Address</b> brackeenj@crhn.org

<b>Funding Source</b> Washington State Department of Health Grant #N21896-0	<b>Contract Amount</b> \$ \$4,000.00	<b>Amendment Amount (if applicable)</b> \$
--	---	---

<b>Reason for Amendment</b>
-----------------------------

<b>Effective Date:</b> April 1, 2016 to June 30, 2016
--

The terms and conditions of this Agreement, including all attachments and subsequent amendments constitute the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on CHOICE only upon signature by CHOICE.

SUBCONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
CHOICE SIGNATURE	PRINTED NAME AND TITLE Winfried Danke	DATE SIGNED

**GRANT REQUIREMENTS & STATEMENT OF WORK:** The Subcontractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

**PAYMENT PROVISIONS:** Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$4,000.00 in accordance with Exhibit A, attached hereto and incorporated herein. Payment will not exceed this amount without a prior written amendment. CHOICE will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

**BILLING PROCEDURE:** Payment to the Subcontractor for approved and completed work will be made by warrant or account transfer by CHOICE within 30 days of receipt of the Subcontractors invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**SUBCONTRACTOR RESPONSIBILITIES:**

- A. The Subcontractor has full responsibility for the conduct and activity supported under this contract and for adherence to the contract conditions. Although the Subcontractor is encouraged to seek the advice and opinion of CHOICE and DOH on special problems that may arise, such advice does not diminish the Subcontractor's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to CHOICE or DOH. The Subcontractor is responsible for notifying CHOICE about any significant problems relating to the administrative or financial aspects of the contract.
- B. The requirements of this contract are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the contract instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this contract, the Subcontractor agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the contract. Documentation for each expenditure or action affecting this contract must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
  - 1. Is consistent with the contract terms and conditions;
  - 2. Represents effective utilization of resources; and
  - 3. Does not constitute a significant project change

## GENERAL TERMS & CONDITIONS

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** The Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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

**CHANGE IN STATUS:** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify CHOICE of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state laws and administrative rules governing confidentiality. Specifically, the Subcontractor agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

### A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Subcontractor shall immediately notify CHOICE. CHOICE will subsequently notify the DOH Privacy Officer of the suspected breach. For the purposes of this Agreement, "immediately" shall mean within one calendar day.

The Subcontractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Subcontractor agrees to indemnify and hold harmless CHOICE and DOH for any damages related to unauthorized use or disclosure by the Subcontractor, its officers, directors, employees, contractors or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

### B. Subsequent Disclosure

The Subcontractor will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Subcontractor agrees to notify and discuss with CHOICE requests for all information that are part of this Agreement, prior to disclosing the information. The Subcontractor further agrees to provide DOH and CHOICE a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.



**DEBARMENT:** The Subcontractor, by signature to this contract, certifies that the Subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Subcontractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

**DISPUTES:** The Subcontractor and CHOICE agree that any disputes that arise relating to the terms under this contract shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the Organization and CHOICE will be appointed to mediate. The Subcontractor and CHOICE shall pay an equal percentage of the mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

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

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

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  1. Special Terms and Conditions (Exhibit C if used)
  2. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1) – *if applicable*
  3. Primary document (document that includes the signature page)
  4. Standard/General Terms and Conditions (Exhibit B)
  5. Statement of Work (Exhibit A)

**HOLD HARMLESS:** The Subcontractor shall defend, protect and hold harmless the State of Washington, DOH, CHOICE or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Subcontractor, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

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

**INDUSTRIAL INSURANCE COVERAGE:** The Subcontractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Subcontractor shall provide or purchase industrial insurance coverage for the Subcontractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Subcontractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, CHOICE may collect from the Subcontractor the full amount payable to the Industrial Insurance accident fund. CHOICE may deduct the amount owed by the Subcontractor to the accident fund from the amount payable to the Subcontractor by CHOICE under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subcontractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**NONDISCRIMINATION:** During the performance of this agreement, the Subcontractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**NONDISCRIMINATION LAWS NONCOMPLIANCE:** In the event of the Subcontractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Subcontractor may be declared ineligible for further contracts with CHOICE. The Subcontractor 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.

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

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

**RIGHT OF INSPECTION:** The Subcontractor shall provide right of access to its facilities to DOH and CHOICE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Subcontractor shall make available information necessary for DOH and CHOICE to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according state and federal law. The Subcontractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH, CHOICE, and the U.S. Secretary of the Department of Health & Human Services, upon request.

**SAVINGS:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

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

**SUBGRANTING:** The Subcontractor shall not enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH and CHOICE. In no event shall the existence of the subgrantee operate to release or reduce the liability of the Subcontractor to DOH or CHOICE for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this agreement.

Additionally, the Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.



**SURVIVABILITY:** The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event of government closure, suspension or limitation of funding in any way after the effective date of this agreement and prior to normal completion, CHOICE may give notice to Subcontractor to suspend performance as an alternative to termination. CHOICE may elect to give written notice to the Subcontractor to suspend performance when CHOICE determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Subcontractor's representative. The Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When CHOICE determines that the funding insufficiency is resolved, CHOICE may give the Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to CHOICE as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to CHOICE that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to CHOICE, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to CHOICE, the parties agree that the agreement will be terminated retroactive to the original date of termination.

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

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

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

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

EXHIBIT A  
STATEMENT OF WORK  
N21896-09

**SPECIFIC TERMS AND CONDITIONS**

Note: See GENERAL TERMS AND CONDITIONS for additional terms that apply to contracts administered by the Department of Health.

**PURPOSE:** The Department of Health is funding the CHOICE Regional Health Network (CHOICE) to serve as a Regional Lead Organization (RLO) to coordinate the Youth Marijuana Prevention and Education Program (YMPEP) for the Cascade Pacific Alliance region. A region is defined as a county or a group of contiguous counties.

CHOICE as the RLO will develop and implement community work plans that reduce initiation and use of marijuana by youth (ages 12-20) and among populations most adversely affected by marijuana throughout Washington State. CHOICE will coordinate and integrate with other organizations throughout the region, leverage and access resources, and engage community stakeholders.

The Subcontractor will support project implementation outlined above by performing the duties outlined in the statement of work.

**STATEMENT OF WORK**

The Subcontractor will:

- Fulfill program administration roles and responsibilities:
  - Hire or identify program staff.
  - Participate in scheduled conference calls, webinars and in person meetings for YMPEP Subcontractors hosted by DOH.
  - Submit accurate and complete progress reports, per guidance and deadlines provided by DOH and CHOICE.
- Meet evaluation requirements:
  - Participate in performance measure data collection activities in collaboration with DOH.
  - Participate in project evaluation activities developed and coordinated by DOH.
- Coordinate development and implementation of a cohesive project with a comprehensive work plan for all strategies and deliverables as required by the DOH for these grant funds.
- Perform the following specific work:
  - Conduct Community Needs Assessment: Assist CHOICE Program Manager in accessing community leaders and school districts to complete the DOH assessment template. Will include in-person meetings, teleconference meetings, and e-mail correspondence as needed. Will participate in needs assessment workgroup meetings as scheduled.
  - Establish or expand relationships: Will work with CHOICE Program Manager to identify current regional marijuana prevention programs, drug free community coalitions, and community prevention and wellness coalitions within the region to establish connections, communication, and a network of affiliates.
  - Community collaborations: As scheduled meeting preparation or meeting attendance for this topic area during group conference calls. Serve as a community level content expert to the YMPEP Program Manager.

CHOICE will support Subcontractor by providing:

- A. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
- B. Templates for work plan, needs assessment, project deliverables with reporting requirements.
- C. Facilitate technical assistance from DOH on meeting project goals, objectives, and activities related to:
  - Completing a regional needs assessment using template and supporting materials provided by the DOH.
  - Identifying culturally and linguistically appropriate evidence-based, evidence-informed, or promising programs.

- Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards:  
<http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
- Providing relevant resources and training.
- Meeting performance measure, evaluation, and data collection requirements.
- Developing work plans and logic models.
- Obtaining approval from Department of Health staff on grant related activities and products

As the RLO, CHOICE will develop and implement a work plan, approved by DOH and incorporated herein, focused on reducing initiation and use of marijuana by youth (ages 12-20) and among populations most adversely affected by marijuana activities that contribute to:

- ▢ Decreasing percentage of 10<sup>th</sup> grade students (statewide) who have used marijuana on at least one day in the past 30 days.
- ▢ Decreasing percentage of 10th grade students who have used marijuana on at least one day in the past 30 days in African American, Latino/Hispanic, Asian/ Pacific Islander, American Indian/Alaska Native, and LGBTQ'T populations.
- ▢ Decreasing the percentage of 10th grade students who first used marijuana before they were 14 years old.

## **I. PROGRAM ADMINISTRATION**

The Subcontractor shall perform the assigned activities defined in the 2015-17 Request for Funding Application, as amended and approved by DOH. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned CHOICE staff based on the Subcontractors' Monthly Report, and Monthly Expenditure Report and Request for Reimbursement Form. DOH and CHOICE staff will also monitor and evaluate program performance during on-site visits.

The Subcontractor shall notify CHOICE of the local program administrator who shall be responsible for the performance of this contract. The Subcontractor shall provide CHOICE with the contract administrator's name, address, telephone number, and any subsequent changes.

Failure of the Subcontractor to perform assigned activities as described in the approved 2015-2017 Request for Funding Application and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this contract. CHOICE reserves the right to determine the amount of any reduction, based on Subcontractor performance, and to unilaterally amend the contract to effect any reduction. Any reduction shall be based on a review of the Subcontractor's expenditure patterns and actual performance.

## **II. PROGRAM MANAGEMENT**

The assigned CHOICE staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of any reports provided by the Subcontractor. CHOICE staff will provide and facilitate assistance and guidance to the Subcontractor, as necessary.

## **III. PERFORMANCE REQUIREMENTS**

- A. The Subcontractor shall establish a designated local Contract Coordinator who will be responsible for project coordination under this contract.
- B. The Subcontractor shall participate in:
  - i. Performance measure data collection activities in collaboration with DOH and CHOICE related to priority populations in the designated regional area;
  - ii. Participate in project evaluation activities developed and coordinated by DOH and CHOICE.

Data submissions related to these items will be provided as mutually agreed upon with DOH and CHOICE.

- C. The Subcontractor shall require the Contract Coordinator and other local project participants as designated, to participate in meetings scheduled and published by DOH and CHOICE. Where applicable, the CHOICE will reimburse the Subcontractor for travel to and from scheduled meetings.

#### **IV. COMMUNITY RESOURCES**

The Subcontractor shall make a reasonable and ongoing effort, throughout the contract period, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and shall be available for review upon request by DOH and CHOICE staff.

#### **V. WRITTEN POLICIES AND PROCEDURES/DOCUMENTS ON FILE**

Written policies and procedures, consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Subcontractor and available for review at the request of DOH and CHOICE staff. Such policies and procedures shall include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- Background Checks for individuals working directly with youth (ages 0-17).

In addition, the Subcontractor shall keep on file and available for review upon request by DOH and CHOICE staff, documents, consistent with federal and state regulations, which shall include, but not be limited to:

- Latest Agency Audit

#### **VI. REQUIRED REPORTS**

The Subcontractor shall submit required reports by the date due using required forms according to procedures issued by CHOICE and DOH.

These reports and their due dates shall include, but not be limited to:

<u><b>REPORT</b></u>	<u><b>DATE DUE</b></u>
1. Expenditure Report and Request for Reimbursement	The 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year.
2. Subcontractor Quarterly Report	The 20th of the month following the Quarter in which activities were performed, except for the Final Year End Report in each state fiscal budget period.

**The Subcontractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another Subcontractor, or upon termination of the contract for any reason.**

#### **VII. Payment**

CHOICE shall pay the Subcontractor all allowable costs incurred as evidenced by proper invoice of the Subcontractor submitted to CHOICE on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as state herein, or in subsequent amendments.

CHOICE shall pay for costs under this contract up to a total not exceeding the contract amount. Costs allowable under this contract are based on the DOH approved budget for periods of performance: Year 1: April 1, 2016 to June 30, 2016.

CHOICE will reimburse for actual allowable costs incurred under this contract. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Activity Report, Monthly Expenditure Report and Request for Reimbursement form, to be submitted by the Subcontractor within 20 days following the month in which costs were incurred and/or quarterly.

The Monthly Activity Reports are to be submitted to the CHOICE by the 5<sup>th</sup> day of each month and the Expenditure Report and Request for Reimbursement must be provided to the CHOICE by the 20<sup>th</sup> of each month in order to receive reimbursement for the previous month. If CHOICE does not receive the Monthly Expenditure Report and Request for Reimbursement form by the 20<sup>th</sup> of the month, CHOICE may withhold approval and payment, at its discretion, until the 30<sup>th</sup> of the month following submittal.

The final Monthly Expenditure Report and Request for Reimbursement Form must be submitted to CHOICE no later than July 5<sup>th</sup> of each state fiscal budget period (year), in order to assure reimbursement of approved costs.

Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be made available upon request by DOH and CHOICE.

**All expenditures incurred and reimbursements made for performance under this contract shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this contract.**

**Submission of electronic reports, deliverables, and other invoice attachments are required.** Please send all completed requests for reimbursement to [finance@crhn.org](mailto:finance@crhn.org), referencing YMPEP Subcontractor name, and month/year of reimbursement request and activity report.

#### **VIII. Evaluation of Subcontractor's Performance**

Subcontractor performance will be evaluated on the following:

- ✓ Submittal of monthly expenditure reports, on 20<sup>th</sup> of each month following the month in which the expenditures were incurred.
- ✓ Submittal of Regional Community Resource/Partner Inventory and a Regional Needs/Assets and or Gaps Assessment.
- ✓ Monthly activity reports to be submitted on or before the 5<sup>th</sup> day of each month

EXHIBIT A  
STATEMENT OF WORK  
N21896-09

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.):**

- a) Recipients may not use funds for research.
- b) Recipients may not use funds for clinical care.
- c) Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d) Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
- e) Recipients may not use funding for construction.
- f) Food and beverage purchases must be approved by DOH Contract Manager and should not exceed federal per diem rates.
- g) Reimbursement of pre-contract costs is not allowed.

**CONTACT INFORMATION:**

<b>CHOICE - Primary Point of Contact</b>	
Name: Jennifer Brackeen	Title: Program Director
Office Phone: 360-539-7576	Mobile Phone:
Email Address: <a href="mailto:brackeenj@crhn.org">brackeenj@crhn.org</a>	
Mailing Address: 1217 4 <sup>th</sup> Avenue E., Suite 200, Olympia, WA 98506	

<b>Washington State Department of Health - Primary Point of Contact</b>	
Name: Cristal Connelly	Title: YMPEP Contract Manager
Office Phone: 360-236-3757	Mobile Phone:
Email Address: <a href="mailto:cristal.connelly@doh.wa.gov">cristal.connelly@doh.wa.gov</a>	
Mailing Address: PO Box 47855, Olympia, WA 98504-7855	

<b>Subcontractor - Primary Point of Contact</b>	
Name: Mary Goelz	Title: Director
Office Phone: 360-875-9343	Mobile Phone: 360-589-9061
Email Address: <a href="mailto:mgoelz@co.pacific.wa.us">mgoelz@co.pacific.wa.us</a>	
Mailing Address: P.O. Box 26; South Bend, WA 98586	



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 26, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt


☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 4/18/16
NARRATIVE OF REQUEST Request the Board approve and allow the Director to sign an authorization sheet with Office Ally to provide a system for the health department to bill for immunizations given to participants of the Medicaid Insurance system.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Authorization Sheet with Office Ally to provide a billing system for immunizations and authorize Director to sign	

Name of Contractor: Office Ally

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

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

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

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

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

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)

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

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real  
☐ Telecomm & Data Processing ☐ Other (Describe) :

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

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

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

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

This agreement is similar to our agreement with One Health Port which is the system we use to bill for the other programs provided to Medicaid recipients. Due to the Medicaid requiring most recipients to be a part of a managed care system the One Health Port billing for immunizations, the administration fee is denied though One Health Port but will be allowed in the Office Ally, other counties use this system for billing immunization administration fees and have been successful. Due to the volume of billing there should be no charge for this agreement. At this point we are not receiving any funding for this program

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:





## AUTHORIZATION SHEET

**Owner of Account / Practice Name\*:** Pacific County Health and Human Services Department

\*Must match the Owner of Account / Practice Name on the Enrollment Form. The name listed here will be considered the Owner of the Office Ally Account. This field is required for the form to be processed.

### TERMS/CONDITIONS:

- Submitter ensures that all data submitted to Office Ally is valid and represents services performed accurately.
- Office Ally shall not be deemed responsible for any claims transactions that fail due to incorrect/invalid data and all such rejections shall be the sole responsibility of the submitter for correction and resubmission.
- **21 Day Rule:** Office Ally will automatically reprocess all claims pended (for specific payers where Office Ally performs Patient Eligibility checking) due to 'Patient Not Found' and 'Patient Not Covered (at time of service)'. Reprocessing will take place on the 7<sup>th</sup>, 14<sup>th</sup> and 21<sup>st</sup> day after the initial processing. Provider will be notified: 1) at the time of the original processing that the claim is pending, and 2) at the time that the claim is accepted, or 3) after the third/last attempt to reprocess (21<sup>st</sup> day) if the claim is still rejected. If the patient is found to be eligible after reprocessing, the received date will be the date that Office Ally actually transmits the claim to Payer. This option is on by default, but can be turned off per user's request.
- **Pre-Enrollment Requirement:** Certain payers require pre-enrollment which must be completed and approved before claims can be sent electronically. See our payer list for a complete listing.
- **Owner of Account below agrees to be held financially responsible for all fees and/or finance charges incurred by this account.**
- In an effort to provide our customers the best pricing available, Office Ally utilizes email for all correspondence, including accounting notices and invoices. It is your responsibility to ensure Office Ally has a valid email address for you at all times.

### GOVERNMENT/NON-PAR CLAIMS POLICY:

- If my Government/Non-Par (G/NP) claim volume is greater than or equal to 50% of my total claim volume in a month, my account is subject to a processing fee of \$19.95 for that month\*.
- If my Government/Non-Par (G/NP) claim volume is less than 50% in a month, I will not be charged this fee for that month.
- All totals are calculated per account (Admin Username) and I will only be charged this fee for months in which I meet or exceed the 50% limit.

»» **Initial Here\*** \_\_\_\_\_ to indicate that you fully understand the Government/Non-Par Claims policy. Required regardless if applicable.

### CLAIM PRINTING POLICIES:

- All claims that Office Ally is able to submit electronically are transmitted FREE OF CHARGE.
- Any claims that Office Ally has to print and mail are done so at a rate of \$ 0.45 cents per claim\* if you select this option below.
- Claims that need to be printed and mailed to individuals (such as patients or attorneys), or to foreign countries are \$0.55 per claim\*.
- The submitter will be invoiced monthly via email for these paper claims.

### ELECT PRINTING OPTION: YOU ARE REQUIRED TO MAKE A CHOICE BELOW (CHECK ONLY ONE)

☐ Do not print any claims for me. I understand that if I transmit claims that cannot be sent electronically, they will be rejected back to me.

☐ I hereby allow Office Ally to print and mail claims that cannot be transmitted electronically as indicated on the payer list and the provider's pre-enrollment status. I agree to pay Office Ally \$0.45/claim\* for claims sent to insurance companies/payers and \$0.55/claim\* for claims sent to individuals (patients/attorneys) or to foreign countries. I further understand it is my responsibility to ensure that all pre-enrollment forms are properly completed, submitted and approved, and that Office Ally is aware of the approval. Claims I submit to payers that require pre-enrollment, where the approval has not been logged in Office Ally's system, will be printed and mailed at my expense.

**By signing below, you are acknowledging that you have read, understand, and agree to all terms/conditions in full.**

»»

\_\_\_\_\_  
Signature (Owner of Account or President/CEO/Owner of Practice/Facility)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Owner of Account or President/CEO/Owner of Practice/Facility)

\_\_\_\_\_  
Title (President/CEO/Owner of Practice/Facility)

\_\_\_\_\_  
Contact Name / Contact Phone Number

\_\_\_\_\_  
Contact Email Address

Please fax completed Authorization Sheet to (360) 314-2184. For questions call (360) 975-7000 opt. 3.



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 26, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt


☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 4/18/16
NARRATIVE OF REQUEST Request the Board approve and allow the Director to sign a training agreement with Region 3 Health Care Preparedness Coalition. This agreement will provide \$1,250.00 in travel and training funds for Sharon Block to attend an emergency preparedness training in Tacoma. This was not included in the approved 2016 budget and will require a Supplemental budget request.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve 2015-16 ASPR Preparedness Training Agreement with Regional 3 Healthcare Preparedness Coalition for training related expenses for emergency preparedness and authorize Director to sign	

Name of Contractor: Region 3 Healthcare Preparedness Coalition

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):  
2015-1016 ASPR Preparedness Training Agreement

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

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

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

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

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)

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

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real  
☐ Telecomm & Data Processing ☐ Other (Describe) :

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

**Exceptions to Bidding (Please provide appropriate documentation):**

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

\*Resolution Required

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

Please attach the following:

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

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

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

Our department applied for and were awarded funding to allow Sharon Block to attend a three day training in Tacoma.

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:

## Region 3 Healthcare Preparedness Coalition 2015-16 ASPR PREPAREDNESS TRAINING AGREEMENT

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

**GRANTEE NAME & ADDRESS:**

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

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

**PERIOD OF PERFORMANCE:** The period of performance under this agreement shall be from **July 1, 2015 through June 30, 2016**. GRANTEE may bill for training activities conducted before this agreement was signed. Any grant monies not spent during the specified period of performance shall be forfeited and returned to WREMS.

**CONSIDERATION:** **Pacific County Health & Human Services** shall use a total of **\$1250** in 2015-16 federal funding for the amounts specified for employees to attend the following:

- 1) Partners in Emergency Preparedness Conference – Wages & Travel **(\$1250)**

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

**For Reimbursement GRANTEE must submit:**

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

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

**WREMS**

**Pacific County Health & Human Services**

\_\_\_\_\_  
Anne Benoist, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





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

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

REQUESTED MEETING DATE:  
4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ 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: 4/20/2016
<b>NARRATIVE OF REQUEST</b> Requesting confirmation of signature of contract with SYNERGO to provide low ropes course training for Health & Human Services Staff and Volunteers. The training provides certification for staff and volunteers to facilitate the upcoming Adventure Day Program (groups scheduled for May). Staff contacted 2 other organizations for bids to provide this training, one no longer provides outdoor ropes course training and the other didn't respond to our request (we contacted all three providers within our region that we know of who provide this type of training). Expenses related to this contract are budgeted and will not require a supplemental. Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Agreement for Challenge Course Training with Synergo, LLC and authorize Chair to sign/initial, subject to adequate budget appropriations	

Name of Contractor: SYNERGO

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:



Synergo, LLC  
15995 SW 74<sup>th</sup> Avenue • Tigard, Oregon 97224  
503.746.6646 phone • 503.746.6944 fax  
info@teamsynergo.com • www.teamsynergo.com

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## Agreement for Challenge Course Training

This agreement, dated April 11, 2016 is between SYNERGO, LLC of Portland, Oregon (seller) and Pacific County Health and Human Services (buyer). In consideration of the mutual undertakings described below, the parties agree as follows:

### 1. SERVICES TO BE PROVIDED BY SYNERGO

A) Two day Training for Pacific County Health and Human Services staff

B) The following services will be provided: **April 19-20, 2016**

**2 Day Training for up to 12 staff**

- **Focused on technical skills needed to facilitate the elements on site**

C) The following training and written program materials will be provided:  
**Follow up letter with documentation of skills covered**

### 2. TRAINING INFORMATION

A) SYNERGO strongly believes that proper staff training is critical for a well managed/successful challenge course/canopy tour program. Staff training and its documentation are important components in managing risk and limiting liability exposure.

B) SYNERGO recommends that the client/buyer adhere to the current ACCT standards which states that training shall include specific skills required to operate your course and shall occur annually or more frequently depending on staff turnover. Training shall be delivered by a qualified professional and shall provide staff with knowledge skills and understanding as well as include hands on practice.

C) SYNERGO will provide staffing as necessary to provide a comprehensive training for the client/buyer's staff in the required skills, knowledge, and information necessary to operate the elements and activities on site. Training will be conducted in accordance with current Association for Challenge Course Technology standards.

D) SYNERGO training services will include:

Materials for all trainees as needed

Programmatic recommendations as needed or requested

Training assessments and or exams as required by the type of training provided

D) **DISCLAIMER:** Neither training nor demonstrated competencies upon completion of the training assure the acceptable future performance of the trainees, on behalf of your clients or otherwise. SYNERGO makes no assurance or representation regarding the quality of the future performance of the trainees or any other aspect of your operation, and is not responsible for any training-related injury or loss suffered by any client of your program or member or your staff. SYNERGO strongly recommends against in-house, second generation, training and has no responsibility for the content of any such training.

### 3. FINANCIAL COMMITMENTS AND ARRANGEMENTS

A) Challenge course training

1600.00

C) Travel Expense: Actual travel fees will be and billed following the training  
Standard travel fees listed below

Airfare, car rental, hotel – NA

Per Diem – 50.00 per day

Travel time -\$30 per hour -\$150.00 total  
Mileage - .60 per mile - \$150.00  
Other travel expense (parking, baggage, gas, etc) at cost

C) Applicable sales taxes not included in price quote and are the responsibility of the buyer

D) A 1.5% (18% Per Annum) service charge will be applied to all accounts over 30 days past due. A fee will be assessed to the account in the event that a check is returned or not payable for any reason. This fee will include all fees Synergo incurs due to the returned check plus a \$40 returned check fee.

#### 4. RELEASE AND INDEMNIFICATION

The risk of the use of the activities during or at any time after the training, by the buyer/client, its clients, guests or staff, and any person (other than SYNERGO installing, inspecting or training staff) shall be the sole responsibility of the buyer/client. SYNERGO assumes no responsibility for injury or any other loss to person or property, including death; and the buyer/client agrees to release, defend, protect and indemnify (that is, defend and pay, including costs and attorney's fees) SYNERGO, its owners, members, directors and staff, from any and all claims of loss, including death, arising out of the use of the installed activities.

#### 5. OTHER PROVISIONS

Synergo and its employees do not assume any liability for any part of your course or any injuries occurring on or around the course. It is the responsibility of every course owner / operator to maintain, properly train staff and operate components of the course/tour in accordance with current industry standards. It is also the responsibility of the owner/operator be fully insured to protect both themselves and their clients.

Failure by the buyer/client to complete an annual inspection as described or to maintain, properly train staff and operate components of the course/tour in accordance with current industry standards relieves SYNERGO from any responsibility from claims or liabilities related to the training.

Any dispute between SYNERGO and the buyer/client will be governed by the substantive laws of the State of Oregon and any lawsuit or mediation shall take place exclusively in Washington County, Oregon unless otherwise agreed in writing by the parties.

This contract is submitted for your approval by SYNERGO and must be accepted within 30 days. Any changes must be negotiated by SYNERGO and the authorized representative of the buyer/client.

DocuSigned by:

*Grace Manlow*

4/20/2016

~~Client Signature~~

Date:

**/s/Jennifer Fox Marter**

**SYNERGO Signature:**

**Date: April 11, 2016**

Please sign and return one copy of this document to:

Jennifer Marter [jennifer@teamsynergo.com](mailto:jennifer@teamsynergo.com)

(503) 746-6944 - fax

Confirmed and approved by the Board of Pacific County Commissioners

\_\_\_\_\_  
Frank Wolfe, Chairman

\_\_\_\_\_  
Date





SYNERGO, LLC  
15995 SW 74<sup>th</sup> Ave #200 • Tigard, Oregon 97224  
503.746.6646 phone • 503.746.6944 fax  
info@teamsynergo.com • [www.teamsynergo.com](http://www.teamsynergo.com)

---

## EXHIBIT T – Pacific County Health and Human Services

**Training Dates: April 19<sup>th</sup> and 20<sup>th</sup> 2016**

**Testing Date(s):**

Type of Training and Certification Testing:

- Site Specific Lows Training with no certification testing
  - Training will NOT include teaching rescues

**# of Trainers: 1**

**# of Participants: Max 14**

**Trainer(s) overnight accommodations will be**

- On site accommodations at the location of the training

**Meals during training for the trainers will be**

- \$50 per day per trainer. Total: \$100 max.

**Travel to and from the training location**

- Will be via ground transportation and charged \$.60 a mile and \$30 per hour per trainer. Total:
  - Mileage - \$150.00
  - Travel time - \$150 (2.5 hours each way)

Pacific will provide the following items for the training

- An indoor space that includes easel/flipchart/pens or whiteboard/pens
- Access to a projector, screen and wi-fi
- Access to bathrooms and water during training
- Recent inspection report by a ACCT PVM

DS  
GM

---

Frank Wolfe



## AGENDA REQUEST FORM

REQUESTED MEETING DATE:

4/26/2016

### 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

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <i>Vegetation Management</i>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <i>Ed Darcher</i>	PHONE / EXT: <i>503-298-9974</i>
SIGNATURE: <i>E. Darcher</i>	DATE: <i>4/12/16</i>

#### NARRATIVE OF REQUEST

*approve add in Chinook Observer,  
2 Boat/SFC II's  
5 SFC I's*

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

Approve request to advertise and hire two (2) temporary Spartina Field Crew II's and five (5) temporary Spartina Field Crew I's, 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:

4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Sullivan, Judge	PHONE / EXT:
SIGNATURE:	DATE: 4/15/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Family Medical Leave (FMLA) effective <u>April 13, 2016</u> and further authorize Leave Credit Transfers and assign an expiration date of <u>October 31, 2016</u>	



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:  
4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Sullivan, Judge	PHONE / EXT:
SIGNATURE:	DATE: 4/13/2016
<b>NARRATIVE OF REQUEST</b> Due to medical and vacation reasons, Superior Court will need to hire a casual employee beginning April 25, 2016. This position will not require more than forty hours per month and will not exceed five months, in accordance with Local 367C Collective Bargaining Agreement.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve hiring Roxanne Hutchins as a casual employee effective April 25, 2015 and a rate of \$ _____ per hour, not to exceed forty hours per month and not to exceed five months, in accordance with Local 367C Collective Bargaining Agreement, subject to adequate budget appropriations	



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REQUESTED MEETING DATE:

4/26/2016

## 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

☐ 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: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L. Rowlett</i>	DATE: 4/20/2016
<b>NARRATIVE OF REQUEST</b> Per Pacific County Personnel Policy and Procedures section 4.8 and Pacific County Civil Service Rules section 15, I respectfully request the BOCC grant a regular employee a leave of absence without pay for 12 weeks as requested in a memo dated 4/15/16, and following the leave of absence, reinstate said employee to their previous position.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request for Leave of Absence Without Pay for twelve weeks, anticipating an effective date of June 1st and a return to work date of September 1, 2016, in accordance with Section 4.8 of the Personnel Policy and Procedures and Section 15 of the Civil Service Rules	



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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 #: 21

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:	DIVISION (if applicable):
OFFICIAL NAME & TITLE:	PHONE / EXT:
SIGNATURE: <i>Denise L Rowlett</i>	DATE:
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve purchase of a sit/stand workstation from Aberdeen Office in the amount of \$2,469, including sales tax and subject to adequate budget appropriations	

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*):

<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):

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 &amp; use tax):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

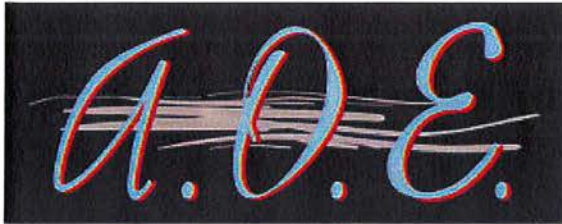
EXPENDITURE FUND #:\_\_\_\_\_.XXX.XXX.XX.XX

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:



**Aberdeen Office Equipment, Inc.**  
**322 East First Street**  
**Aberdeen, Washington 98520**

March 4, 2016

Pacific Co. Sheriff  
P.O. Box 27  
South Bend, WA 98586

Dear Denise,

Thank you for considering Aberdeen Office Equipment as your local supplier of custom furniture for your office remodel. AOE takes great pride in working with the local community to provide furniture solutions while making it affordable to shop locally.

We are pleased to offer this special pricing.

<b><u>SIT / STAND ELECTRIC WORKSTATION</u></b>		<b>\$2,999.00</b>
30x72x42x24 Pork Chop Desk, Box/Box/File Ped, 1 Grom; w/24x36 Left Return, Box/Box/File Ped, 1 Grom		
Optional Locks	<b>\$ 69.00</b>	<b>\$ 138.00</b>
<b><u>WALL MOUNTED OVERHEAD HUTCH</u></b>		
72" Wide, Open Shelf Area		<b>\$ 359.00</b>
Hinged Doors for Overhead Hutch		<b>\$ 179.00</b>

Included are drawings of the layouts for your reference. Shipping would be approximately 4-6 weeks.  
If you have any questions or need further information, please call me at 1-800-310-0352.

Thank you again for your consideration and for shopping locally.

Sincerely,

Debra Windell  
debbie@aberdeenooffice.com

Sub-total	\$3,675.00
Tax	294.00
Total	\$3,969.00
Credit	(\$1,500.00)
Balance	\$2,469.00





## huckals Office Products

### Corp. Office:

109 Pacific Ave. Suite B  
Tacoma, WA 98402

### Mailing Address:

PO BOX 1236  
Tacoma, WA 98401

Phone: 253-620-2350 / 800-334-5769

### BOB FRANZEN

Commercial &  
Government Furniture  
& Design

CELL 360-890-1070

EMAIL bfranzen@chuckals.net

# PROPOSAL

Project Name: Pacific County Sheriff-CX300

4/18/2016

Contact: Denise Rowlett Chief Deputy

quote good for 30  
days

PART #	Qty.	Description	vendor	Ship To	MFG. List Price	Ext. Total Sale
Custom top	1.00	24x33 top only	SJT		\$160.00	\$ 98.29
Custom top	1.00	24x48 top only	SJT		\$177.00	\$ 108.73
Custom top	1.00	24x36x36 corner top	SJT		\$262.00	\$ 160.94
Quantum 3 leg	1.00	3 leg electric base	SJT		\$1,594.00	\$ 979.17
TS36	1.00	36" stiffener	SJT		\$42.00	\$ 25.80
TS48	1.00	48"stiffener	SJT		\$55.00	\$ 33.79
EDFB400	4.00	Work top mounting plates	SJT		\$17.00	\$ 41.76
CPRG3	4.00	3" round desk grommets	SJT		\$14.00	\$ 34.40
Custom	2.00	Locking BBF Mobile peds	SJT		\$608.00	\$ 746.98
Custom	1.00	72" open shelf wall mounted	SJT		\$338.00	\$ 207.63
0deliver/install	1.00				\$0.00	\$ 819.00
						\$ 3,256.49
						<b>Sales Tax</b> \$ 257.26
						\$ 3,513.75

TITLE:

DATE:

Phone and Email address:

BILLING ADDRESS:

For Credit Card orders an  
additional form may follow. Some  
GSA orders will need made out to  
the furniture mfg c/o Chuckals

0086N Small  
Business  
Fed ID: 91-1624625  
DUNS: 061681672  
CAGE: 1C9T5

SHIPPING ADDRESS:



721 Legion Way S.E. • Olympia, WA 98501 • Telephone: (360) 754-1732 • (800) 900-1732 • Fax: (360) 754-8774 • [www.creativeof.com](http://www.creativeof.com)

**QUOTE FOR:**  
**Pacific County Sheriff's Office**  
 Attn: Denise

**DATE** 3/18/2016

QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1	78 x 24 x 72 x 30 Corner Electric Desk Unit with Short Modesty	\$ 1,999.00	\$ 1,999.00
2	Rolling Box/File Pedestals	\$ 199.00	\$ 398.00
1	72" Wide Wall Mounted Overhead with Doors	\$ 499.00	\$ 499.00
1	Shipping, Delivery and Installation	\$ 250.00	\$ 250.00
This quotation is provided to you by Jeff Wells		SUB TOTAL	\$ 3,146.00
Prices are good for 30 days!		Sales Tax	\$ 276.85
		<b>TOTAL</b>	<b>\$ 3,422.85</b>



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REQUESTED MEETING DATE:

4/26/2016

## AGENDA REQUEST FORM

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

Agenda Item#: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Risk Management

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 ext 3334

SIGNATURE: *Amanda Bennett*

DATE: 4/14/2016

#### NARRATIVE OF REQUEST

Request to purchase the Defibtech Lifeline Auto AED Value Package not to exceed \$1,500.00 (Three bids were obtained and American AED was the least expensive). The AED unit will be installed in/around the Prosecutor's Office for easy access in the case of an emergency.

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

Approve purchase of an Automated External Defibrillator (AED) from American AED not to exceed \$1,500, subject to adequate budget appropriations

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

View Cart:

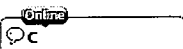
My Account | Login



800.422.8129

enter keywords here...

HOME AED PADS & BATTERIES ASK FOR ADVICE COUPONS REQUEST A QUOTE BECOME A DISTRIBUTOR AED MANAGEMENT TRAINING



**FREE UPS SHIPPING**  
on all orders \$50 and over

SHOP FOR MORE ITEMS

	ITEM DESCRIPTION	EACH	QTY	TOTAL	
	Defibtech Lifeline AUTO AED - Value Package	\$1,295.00	<input type="text" value="1"/>	\$1,295.00	

Click to remove an item from your cart Empty My Entire Cart

## PRODUCT CATEGORIES

New AEDs  
AED Pads & Batteries  
AED Accessories  
AED Value Packages  
AED Trainers & Supplies  
AED Wall Cabinets  
AED Signs & Rescue Kits  
Emergency Oxygen  
Training & Services  
Demo/Refurbished AEDs  
First Aid Kits

## AED BRANDS

Philips AEDs  
Cardiac Science AEDs  
HeartSine AEDs  
Defibtech AEDs  
ZOLL AEDs  
Physio-Control

## OTHER

AEDs for Churches  
AEDs for Schools  
AED Donations  
FAQ's

Heartsmart.com is rated

284 Customer Reviews

Very nice job. Good site;  
quick response. Thanks!

Coupon Code:

Recalculate

☐ Gift options

Calculate Shipping  
(optional)

Shipping Rates:  
(change my address)

UPS Ground \$17.62

United States, VA, 98586

Tax: \$0.00

Total: **\$1,312.62**

On a Budget?  
Pre-owned AEDs  
starting at **\$795**

Feedback

## RETURNING CUSTOMERS

Sign In for Faster Checkout

Email Address   
Password

**LOGIN & CHECKOUT**

## NEW CUSTOMERS

Click Proceed to Checkout to complete  
your order now.

OR  
On the next page you'll be able to create  
a personal account or checkout  
anonymously.

**PROCEED TO CHECKOUT**



Checkout  
with **PayPal**

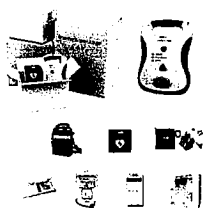
4/14/2016 | by



UPS, THE UPS SHIELD TRADEMARK, THE UPS READY MARK, THE UPS ONLINE TOOLS MARK AND THE COLOR BROWN ARE TRADEMARKS OF UNITED PARCEL SERVICE AMERICA, INC. ALL RIGHTS RESERVED.

➤  **NEED PADS OR BATTERIES FOR YOUR AED?**  
(<http://www.aed.com/accessories.htm>)

### Defibtech Lifeline Business Package



See other Defibtech products (<http://www.aed.com/defibtech.html>)

Be the first to review this product  
(<http://www.aed.com/review/productlist/id/852/category/49/#review-form>)

Learn More  
(<http://www.aed.com/care-life-line-aed/category/49/>)

Email to a Friend  
[http://www.aed.com/sendfriend/product/send2d/552/cw\\_id/490](http://www.aed.com/sendfriend/product/send2d/552/cw_id/490)

Options

-- Please Select --

### Accessory Options

1 [Add to Cart](#)

extra 20% off

<input type="checkbox"/>	Extra 5-Year Battery	+\$149.00
<input type="checkbox"/>	Extra 7-Year Battery	+\$199.00

Description	Product Info
-------------	--------------

**The Defibtech Lifeline Business Package Includes:**



<http://defibrtech.lifeline.com>

Defibtech LifeLine AED ([defibtech-lifeline-aed.html](http://defibtech-lifeline-aed.html)) - New units include a 5-year warranty from Defibtech. Recertified units include a 3-year warranty from AED.com.



RescueTrac AED Management (/rescuetrac-aed-management.html) - One Year of RescueTrac Premium AED Program Management, Medical Oversight, and RescueTrac Software License



— *Used*

**Alarmed AED Wall Cabinet ([/aed-storage/hearst/union-li-aed-wall-cabinet.html](#))** - Show that an AED is available with the AED wall cabinet.



Udefibtech-lifeline-S-

**DeLitech Lifeline 5 Year Battery Pack** ([delitech-offers-5-year-battery-pack.html](#)) - The DeLitech Lifeline Battery Pack Battery Pack lasts 5 years in the Lifeline AED while in stand-by mode. The battery pack comes with a 9-watt lithium battery that lasts the AED daily, weekly, monthly, and quarterly.



Udefibruech-lifeline

Defibtech Lifeline Adult Defibrillation Pads ([Defibtech-Defibrillation-pads.html](#)) - The Defibtech Lifeline Adult Defibrillation Electrode (1 set) are specifically for use with the Defibtech Lifeline AED.



<http://ascl.com/151018>

Rescue Ready Kit ([aed.com-rescue-ready-kr.html](http://aed.com-rescue-ready-kr.html)) - Red response kit pouch includes: (1) Pair of LG nitrile gloves, (1) CPR pocket mask w/O2 inlet, (1) Pair of shears, (1) chest hair razor, and (1) hand sanitizing alcohol wipe.



**Physician's Prescription (Physicians-prescription)** - The FDA requires that all AEDs have a physician's prescription.



**AED Wall Sign ([find-com-wal-sign.html](#))** - Show everyone in your facility that you have an AED available with this AED wall sign. It's perfect to install right above your AED Wall Cabinet.



(/aed-window-


AED Window Decal ([aed-window-decal.html](http://aed-window-decal.html)) - Show facility occupants that you have an AED with this window decal from AED.com.

**GET FREE EMAIL UPDATES**

Enter your email

**Join Now!**

[Buying Guide](#) | [Customer Care](#) | [Contact](#) | [FAQ](#) | [My Account](#) | [Resource Center](#)  
800.677.4803 Monday - Friday, 7am-7pm central

search by keyword    
**CHAT ONLINE**

 **FREE SAME DAY SHIPPING** [▶ MORE INFO](#)

on orders of \$99 or more!

 **NEED PADS AND BATTERIES FOR YOUR AED?** [▶ CLICK HERE](#)



**> PROCEED TO CHECKOUT**

## SHOPPING CART

### ITEMS



AED Superstore ResponderER@ Keychain

QTY

PRICE

TOTAL

1

\$0.00

\$0.00



Defibtech Lifeline AED Small Business Value Package  
[View/Hide options](#)

1

\$1,395.00

\$1,395.00



Submit Query

Subtotal

\$1,395.00

**TOTAL**

**\$1,395.00**

Note: Total does not include tax and shipping and handling rates, which will be calculated during check out.

Apply Coupon   If you have a promotion code enter it here.

Calculate Shipping  ☐ Enter zip code to calculate shipping.



**> PROCEED TO CHECKOUT**

OR

Check out with **PayPal**

OR

 **PayPal CREDIT**

Get 6 months to pay on \$99+  
Subject to Credit Review. See terms.

## Valid Promotions

### Free Gift!

One FREE AED Superstore Responder Keychain has been added to your order!

## You May Also Like



Defibtech Lifeline™  
and Lifeline  
AUTOMATED AEDs  
\$1,245.00



Standard Size AED  
Cabinet  
\$149.00



Soft Carry Case for  
Defibtech Lifeline or  
Lifeline AUTO  
AEDs  
\$69.00



ResponderER@  
Premium CPR/AED  
Pack with  
ResponderER@ Mask  
in nylon pouch  
\$29.95



Defibtech Lifeline™  
AED "Unit  
Overview" Video  
\$9.95

## Categories

- [- AEDs](#)
- [- AED Accessories](#)
- [- AED Wall Cabinets & Signs](#)
- [- Training Products](#)



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98586 Phone 360/875.9337 \* Fax 360/875.9335

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

4/12/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 23

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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 4/5/2016

#### NARRATIVE OF REQUEST

At your meeting of April 12, 2016, you held a public hearing for the Official County/Area Specific Newspaper Call for Bids. The Chinook Observer submitted the only bid. A Printing Contract was drafted and reviewed by the Prosecutor's Office and the Risk Manager. Their suggestions have been incorporated in the attached Contract.

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

Approve Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2016 through June 30, 2017 and accept Corporate Guarantee in the amount of \$5,000 in lieu of a bond



Name of Contractor: <u>Chinook Observer</u>																									
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): Printing Contract - Official County/Area Specific Newspaper																									
<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): <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> For-Profit</td> <td><input checked="" type="checkbox"/> Private Organization/Individual</td> </tr> <tr> <td><input type="checkbox"/> Non-Profit</td> <td><input type="checkbox"/> Public Organization/Jurisdiction</td> </tr> <tr> <td><input type="checkbox"/> State</td> <td><input type="checkbox"/> Sub-Recipient</td> </tr> <tr> <td><input type="checkbox"/> Federal</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input checked="" type="checkbox"/> For-Profit	<input checked="" 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																
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<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>																									
<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 <u>*Resolution Required</u>																									
<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																									
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> RFP</td> <td><input type="checkbox"/> RFQ</td> <td><input type="checkbox"/> Franchise</td> <td><input type="checkbox"/> Annexation</td> <td><input type="checkbox"/> Ordinance</td> <td><input type="checkbox"/> Resolution</td> </tr> <tr> <td><input type="checkbox"/> Appeal</td> <td><input type="checkbox"/> Inventory Acquisition/Disposal</td> <td><input type="checkbox"/> Tort Claim</td> <td><input type="checkbox"/> Call for Bids</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Open Space</td> <td colspan="5"><input type="checkbox"/> Post, Advertise, &amp; Fill Position</td> </tr> <tr> <td colspan="6"><input type="checkbox"/> Other (please describe): _____</td> </tr> </table>		<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ	<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal	<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids			<input type="checkbox"/> Open Space	<input type="checkbox"/> Post, Advertise, & Fill Position					<input type="checkbox"/> Other (please describe): _____					
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BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):   																									
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PRINTING CONTRACT  
Official County Newspaper  
and  
Area Specific Newspaper

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between PACIFIC COUNTY, acting by and through its duly elected and qualified Board of County Commissioners, hereinafter called "COUNTY", and the Chinook Observer, a weekly newspaper published in said County and State, hereinafter called "CONTRACTOR".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The COUNTY hereby designates the CONTRACTOR as the Official County newspaper for the period beginning July 1, 2016 and ending June 30, 2017 both dates inclusive. The parties agree that the CONTRACTOR shall publish in a timely fashion, all COUNTY notices that are required by law to be published.
2. The COUNTY shall pay to the CONTRACTOR and the CONTRACTOR shall charge the COUNTY for such printing publication the sum of \$7.80 per column inch based on a 1.611 wide inch column with each subsequent insertion to be billed at \$6.77 per column inch based on a 1.611 wide inch column. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera-ready form) at the same per column inch rate.
3. It is further understood and agreed that all such printed matter will be set in not less than eight-point type. Ten-point type will be used under normal circumstances. Type larger than ten-point will be by specific request and approved by the COUNTY.
4. The CONTRACTOR further agrees to furnish without charge, (a) two (2) affidavits of publication, for each notice within seven (7) days of its final publication with numbered invoices for bookkeeping control, to the County Office requesting publication, and (b) five (5) copies of each issue of the newspaper; three (3) to the County Commissioners' Office and two (2) to the County Auditor's Office.
5. The CONTRACTOR agrees to publish in the next available newspaper at the time designated all such County printing furnished to it, at the rates mentioned. Such publication shall be in a regular issue of the Chinook Observer and in every copy thereof, and shall be set according to the instructions received from the COUNTY. Each publication shall conform to good newspaper practices.
6. The CONTRACTOR agrees to provide a performance bond in the amount of five thousand dollars (\$5,000) for the correct and faithful performance of its obligations under this CONTRACT.
7. The CONTRACTOR, in performance of this Contract, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Contract to assure quality of services.

8. All notices, which either party gives the other, shall be delivered in writing to the address below or to subsequent addresses, as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Board of Pacific County Commissioners  
P.O. Box 187  
1216 W. Robert Bush Drive, Suite F  
South Bend, WA 98586  
360/875-9337

TO: Chinook Observer  
P O Box 427  
205 Bolstad Avenue E. Suite #2  
Long Beach, WA 98631  
360/642-8181  
Tax ID #93-0158890

9. If either party breaches any of the provisions herein, the nonbreaching party may terminate this CONTRACT as follows:
- A. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.
  - B. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.
  - C. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the CONTRACT immediately by delivering written notice of the termination to the breaching party.
10. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.
11. If any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof, shall be deemed severed and the remainder of this CONTRACT 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.
12. The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.
13. In the event either party files a lawsuit to enforce the provisions of this CONTRACT, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this CONTRACT shall be filed in the Pacific County Superior Court.

14. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns. However, the CONTRACTOR shall not assign nor subcontract the performance of this CONTRACT without approval by the COUNTY.
15. This CONTRACT 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.

16. 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 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.

17. **Indemnification by Contractor.** 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.

**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.

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

18. This CONTRACT together with the specifications in the County's Invitation to Bid dated February 24, 2016 and the Contractor's Proposal dated April 7, 2016 contains the entire CONTRACT of the parties and there are not other promises or conditions in any other contract whether oral or written. This CONTRACT supersedes any prior written or oral contracts between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

CONTRACTOR  
Chinook Observer

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Matt Winters, Publisher                      Date

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

APPROVED AS FORM

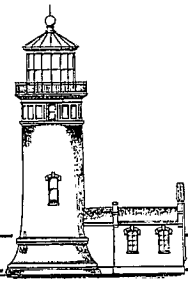
\_\_\_\_\_  
Lisa Ayers, Commissioner

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

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

ATTEST

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



# CHINOOK OBSERVER

205 BOLSTAD AVE. E., SUITE #2 • P.O. BOX 427 • LONG BEACH, WA 98631

360-642-8181

April 7, 2016

Pacific County Board of Commissioners  
P.O. Box 187  
South Bend, WA 98586

BID FOR BOTH OFFICIAL COUNTY NEWSPAPER  
AND AREA-SPECIFIC NEWSPAPER

The Chinook Observer submits the following bid for publication of legal and official notices for Pacific County for one year beginning July 1, 2016:

The Chinook Observer agrees to meet all requirements as stated in the "Invitation to Bid" issued by the county. As requested, legal notices will be set in not less than eight point type, unless another type size is requested; 10-point type will be used under normal circumstances. Column width will be the standard used for news articles: ordinarily either 1.611 or 3.389 inches. The font will be Times.

First insertions will be billed at \$7.80 per column inch (based on a 1.611-inch wide column), with each subsequent insertion to be billed at \$6.77 per column inch.

Current total paid circulation is as follows:

Total in-county mail subscriptions:	1,663
Total out-of-county mail subscriptions:	934
Total single-copy retail sales:	1,811
Internet subscriptions	139
Total sales:	4,547

In addition, the Chinook Observer provides free access to legal notices on our website.

The Chinook Observer also is distributed by mail and retail sales throughout Pacific County. Our subscriptions are countywide but concentrated on the Long Beach Peninsula and on the mainland from Bay Center south to Chinook and Naselle.

Two sample legal notices, with slips attached stating the number of billable inches, is attached hereto.

Thank you for your consideration.

Sincerely yours,

Matt Winters  
Publisher



# CHINOOK



# OBSERVER

Pacific County Commissioners

Account Number 5355

PO Box 187

Invoice Date 4/7/16

South Bend

WA 98586

Invoice Number SP1984

Ad Number Rate Type  
TBD Legal Pacific Co

Description  
Sample No. 1 Notice of Public Hearing

Run Date	Columns	Inchs	Total Size	Cost
	2 X	10	= 20	\$156.00

\$0.00 All Other Weeks

\$156.00 Total Due



## AFFIDAVIT OF PUBLICATION

I, Mathew Winters, being first duly sworn, depose and say that I am the Editor of the Chinook Observer, say that the

### CHINOOK OBSERVER

A weekly newspaper printed in the English language and published and circulated continuously as a weekly newspaper in the City of Long Beach, Pacific County, Washington, and established, published and circulated for more than six months prior to the date of the publication of the annexed notice; is a newspaper of general circulation in said city, county and state and that on April 27th, 1942, was approved as a legal newspaper by the Superior Court of said Pacific County, and that the annexed notice is a true copy of a

### LEGAL NOTICE

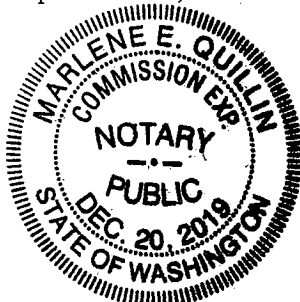
As it was published in the regular and entire issue of said newspaper (and not in supplement form) in **1**

issue(s) **April TBD, 2016** and that said newspaper was regularly distributed to its subscribers during all of said period.

Subscribed and sworn to before me this  
**7th** day of **March, 2016**

Marlene E. Quillin

Notary Public for the State of Washington,  
residing in Ilwaco, Washington, in Pacific County.  
My commission expires Dec. 20, 2019



### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a public hearing to consider fiscal year 2015 supplemental budget requests as follows:

Revenue - Source	
(001) Current Expense - Fund Balance	\$110,554.00
(001) Assessor - State Assessor's Association	\$200.00
(001) North District Court - Administrative Office of the Courts	\$918.00
(001) Prosecutor - STOP Grant	\$5,211.00
(001) Sheriff - WA State Parks	\$11,900.00
(101) Fair - Fund Balance	\$8,297.00
(103) Law Library - Fund Balance	\$10,000.00
(109) Vegetation - Fund Balance	\$47.00
(118) Health - Fund Balance	\$17,309.00
(121) WSU Extension - Fund Balance	\$649.00
(126) Public Facilities Improvements - Fund Balance	\$35,000.00
(132) Special Investigative - Fund Balance	\$120,502.00
(136) Juvenile - Fund Balance	\$39.00
(502) ER&R - Fund Balance	\$844.00
	<b>\$321,470.00</b>

Expenditure - Use	
(001) Assessor - Operating	\$300.00
(001) Clerk - Operating	\$282.00
(001) Fair - Personnel	\$193.00
(001) General Administration - Personnel	\$3,020.00
(001) Juvenile - Operating	\$110.00
(001) Non-Departmental - Operating	\$1,519.00
(001) Non-Departmental - Personnel	\$11,500.00
(001) North District Court - Operating	\$3,737.00
(001) North District Court - Personnel	\$9,730.00
(001) Prosecuting Attorney - Operating	\$202.00
(001) Prosecuting Attorney - Personnel	\$56,427.00
(001) Public Works: General Facilities - Personnel	\$362.00
(001) Public Works: Parks - Operating	\$1,194.00
(001) Public Works: Parks - Personnel	\$77.00
(001) Sheriff: Corrections - Operating	\$962.00
(001) Sheriff: Law Enforcement - Operating	\$32,223.00
(001) South District Court - Operating	\$1,544.00
(001) South District Court - Personnel	\$5,401.00
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	<b>\$321,470.00</b>

Detailed information is available from the Pacific County Commissioners' Office (360-875-9337)

Said meeting will be conducted in the Commissioners' Meeting Room in the Pacific County Courthouse Annex in South Bend, Washington, 1216 W Robert Bush Drive, on the 22nd day of September, 2015, at the hour of 10:00 AM, or as soon there-

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(001) Sheriff: Law Enforcement – Operating	\$32,223.00
(001) South District Court – Operating	\$1,544.00
(001) South District Court – Personnel	\$5,401.00
(101) Fair – Operating	\$8,297.00
(103) Law Library – Operating	\$10,000.00
(109) Vegetation – Operating	\$47.00
(118) Health – Personnel	\$17,309.00
(121) WSU Extension – Operating	\$649.00
(126) Public Facilities Improvements – Operating	\$35,000.00
(132) Special Investigative – Operating	\$120,502.00
(136) Juvenile – Operating	\$39.00
(502) ER&R – Personnel	\$844.00
	<b>\$321,470.00</b>

Detailed information is available from the Pacific County Commissioners' Office (360-875-9337)

Said meeting will be conducted in the Commissioners' Meeting Room in the Pacific County Courthouse Annex in South Bend, Washington, 1216 W Robert Bush Drive, on the 22<sup>nd</sup> day of September, 2015, at the hour of 10:00



# CHINOOK



# OBSERVER

Pacific County Commissioners

Account Number 5355

PO Box 187

Invoice Date 4/7/16

South Bend

WA 98586

Invoice Number SP1985

Ad Number

Rate Type

TBD

Legal Pacific Co

Description

Sample No. 2 - Notice of Special Meeting

Run Date

Columns

Inchs

Total Size

Cost

2

X

1.75

=

3.5

\$27.30

\$0.00 All Other Weeks

\$27.30 Total Due

## AFFIDAVIT OF PUBLICATION

I, Mathew Winters, being first duly sworn, depose and say  
that I am the Editor of the Chinook Observer, say that the

### CHINOOK OBSERVER

A weekly newspaper printed in the English language and  
published and circulated continuously as a weekly  
newspaper in the City of Long Beach, Pacific County,  
Washington, and established, published and circulated for  
more than six months prior to the date of the publication  
of the annexed notice; is a newspaper of general  
circulation in said city, county and state and that on April  
27th, 1942, was approved as a legal newspaper by the  
Superior Court of said Pacific County, and that the  
annexed notice is a true copy of a

### LEGAL NOTICE

As it was published in the regular and entire issue of  
said newspaper (and not in supplement form) in **1**

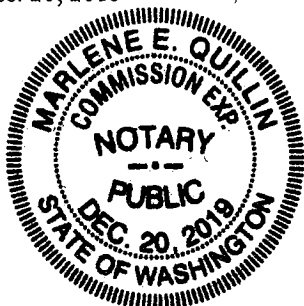
issue(s) **April TBD, 2016** and that said  
newspaper was regularly distributed to its subscribers  
during all of said period.

Subscribed and sworn to before me this

**7th** day of **March, 2016**

Marlene E. Quillin

*Notary Public for the State of Washington,  
residing in Ilwaco, Washington, in Pacific County.*  
My commission expires Dec. 20, 2019



### NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Board of Pacific  
County Commissioners will hold a Special Meeting on Mon-  
day, May 18, 2015 at 10:00 A.M. or as soon thereafter as pos-  
sible in the Commissioners' Meeting Room of the Courthouse  
Annex, 1216 West Robert Bush Drive, South Bend, Washing-  
ton. The purpose of the special meeting is to award the Call  
for Bids pertaining to the Sandridge Road Resurfacing Project  
MP 7.00 (155th St) to MP 8.30 (180th Pl). The facility is con-  
sidered barrier free and accessible to the disabled.

Marie Guernsey, Clerk of the Board  
Publication Date TBD  
Legal No. TBD-16

## NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will hold a Special Meeting on Monday, May 18, 2015 at 10:00 A.M. or as soon thereafter as possible in the Commissioners' Meeting Room of the Courthouse Annex, 1216 West Robert Bush Drive, South Bend, Washington. The purpose of the special meeting is to award the Call for Bids pertaining to the Sandridge Road Resurfacing Project MP 7.00 (155<sup>th</sup> St) to MP 8.30 (180<sup>th</sup> Pl). The facility is considered barrier free and accessible to the disabled.

Marie Guernsey  
Clerk of the Board

Sample #2

**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.