

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

**Tuesday, June 14, 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 Rainbow Valley Landfill Vouchers:  
Royal Heights Transfer Station, Inc.- \$1,690.92  
Broadband Environmental Services- \$750  
Dragon Analytical Laboratory - \$2,757  
PUD No. 2 - \$35.95
- B) Approve the regular meeting minutes of May 24, 2016

### **CLOSE MEETING**

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

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

2016-24<sup>A</sup>

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

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

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5032	6/2/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$1690.92

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.

Jamy Bale      PRES.      6/2/16  
Signature      Title      Date

Reviewed by:

Tim Curre      6/6/16  
Faith Taylor, Director      Date  
Department of Community Development

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

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

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

Invoice

DATE	INVOICE #
6/2/2016	5032

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
6/12/2016

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
5/31/2016	132,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	1,690.92

Balance Due

\$1,690.92

Date	<u>loads</u>
5/1/2016	
2	3
3	1
4	
5	2
6	
7	
8	
9	2
10	2
11	
12	1
13	1
14	
15	
16	2
17	
18	1
19	
20	2
21	
22	
23	1
24	1
25	
26	1
27	
28	
29	
30	2
31	

**22***total gallons***132000****\$1,690.92**

2016-27

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

BROADBAND ENVIRONMENTAL SERVICES

1125 N. 13<sup>TH</sup> ST. APT. D-13

SHELTON, WA 98584

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
0116	5/10/16	WATER QUALITY SAMPLING	660	000	537	10	41	\$750.00

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.

*Jamy Bale*  
 Signature

*PRES.*  
 Title

*6/2/16*  
 Date

Reviewed by:

*Faith Taylor*

Faith Taylor, Director

Department of Community Development

Date

*6/6/16*

**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

INVOICE #0116  
DATE: MAY 18, 2016

**George@broadbandenvironmental.com**

TO Rainbow Valley Landfill  
Attn: Larry Bale  
114 Airport Road  
Raymond, WA 98577

FIELD PERSON	JOB	PAYMENT TERMS	DUE DATE
George Campbell	1st Quarter 2016 sampling	Due on receipt	

<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>LINE TOTAL</b>
5 hours	Sampling	75.00	375.00
3 hours	Travel Time	75.00	225.00
2 hours	Report Writing	75.00	150.00
-----			
<b>SUBTOTAL</b>			<b>750.00</b>
<b>SALES TAX</b>			<b>0.0</b>
<b>TOTAL</b>			<b>750.00</b>

Make all checks payable to Broadband Environmental Services  
**THANK YOU FOR YOUR BUSINESS!**

2016-28

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

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

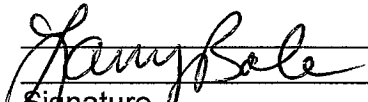
Vendor #	Date
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
160330-16	4/14/16	WATER QUALITY TESTING	660	000	537	10	41	\$2757.00


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.

  
Signature

PRES  
Title

Date 6/2/16

Reviewed by:



Faith Taylor, Director  
Department of Community Development

Date

6/6/16

**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

*Dragon Analytical Laboratory, Inc.*

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

**Invoice**

	Invoice #
4/19/2016	160330-16

**Bill To**

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

**Project #**

Rainbow Qtr 1,2016

**P.O. #**

**Terms**

Net 30

Service Date	Qty	Item	Description	Rate	Amount
	3	Total Coliform	Total Coliform	26.00	78.00
	3	Metals, Total	Heavy Metals, Total Dissolved (Fe, Mn, Zn)	42.00	126.00
	3	Metals, Prep	Heavy Metals, Extraction	10.00	30.00
	3	AMO	Ammonia	26.00	78.00
	3	Nitrate	Nitrogen, Nitrate	26.00	78.00
	3	Nitrite	Nitrite	26.00	78.00
	1	Oil & Grease	Oil & Grease (FOG) HEM	70.00	70.00
	1	TSS	TSS	26.00	26.00
	3	Sulfate	Sulfate	26.00	78.00
	3	TOC	Tot Organic Carbon	50.00	150.00

Thank you for your order, we appreciate your business.

**Total \$2,757.00**



*Dragon Analytical Laboratory, Inc.*

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

**Invoice**

Invoice #

4/19/2016

160330-16

**Bill To**

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

Project #

Rainbow Qtr 1,2016

P.O. #

Terms

Net 30

Service Date	Qty	Item	Description	Rate	Amount
3/30/2016	3	Metals, Total	SW-1,2, &3		
	3	Metals, Prep	Heavy Metals, Total (Cu, Zn)	28.00	84.00
	3	AMO	Heavy Metals, Extraction	10.00	30.00
	3	Nitrate	Ammonia	26.00	78.00
	3	TURB	Nitrogen, Nitrate	26.00	78.00
			Turbidity	20.00	60.00
			MW1,2,5,6 &7		
	5	Chloride	Chloride	0.00	0.00
	5	COD	Chemical Oxygen Demand	30.00	150.00
	5	Total Coliform	Total Coliform	26.00	130.00
	5	Metals, Total	Heavy Metals, Total Dissolved (Fe,Mn,Zn)	42.00	210.00
	5	Metals, Prep	Heavy Metals, Extraction	10.00	50.00
	5	AMO	Ammonia	26.00	130.00
	5	Nitrate	Nitrogen, Nitrate	26.00	130.00
	5	Nitrite	Nitrite	26.00	130.00
	5	Sulfate	Sulfate	26.00	130.00
	5	TOC	Tot Organic Carbon	50.00	250.00
			SWPP		
	1	Metals, Total	Heavy Metals, Total (Cu, Zn)	28.00	28.00
	1	Metals, Prep	Heavy Metals, Extraction	10.00	10.00
	1	AMO	Ammonia	26.00	26.00
	1	Nitrate	Nitrogen, Nitrate	26.00	26.00
	1	TURB	Turbidity	20.00	20.00
			L1, 2, &3		
	1	BOD	Biochemical Oxygen Demand	47.00	47.00
	3	Chloride	Chloride	26.00	78.00
	3	COD	Chemical Oxygen Demand	30.00	90.00

Thank you for your order, we appreciate your business.

**Total**

[www.dragonanalyticallaboratory.com](http://www.dragonanalyticallaboratory.com)

2016-29

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

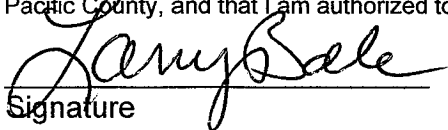
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	5/25/16	UTILITIES	660	000	537	10	41	\$35.94

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

  
Signature

PRES.  
Title

6/2/16  
Date

Reviewed by:



Faith Taylor, Director  
Department of Community Development

6/6/16  
Date

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

Chairman, Pacific County Board of Health

Date

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


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

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



Account Number 19983

Page 1 of 1

Statement Date 05/25/2016

**Billing Summary**

Previous Balance	53.23
No Payments Received	0.00
Past Due Balance - Due Now	53.23
Current Charges Due By 06/22/16	35.94
<b>Total Due</b>	<b>89.17</b>

**Messages**

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

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

**Meter Reading Details Meter A34390**

Current KWH Reading	05/16/16	88163
Previous KWH Reading	04/16/16	87967
Total KWH Usage		196
Days Served	30	

**Detail of Charges**

196 kWh x 0.071200	13.96
Power Cost Adj @ 7%	0.98
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>35.94</b>

MO	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16
Usage	343	343	246	216	377	148	400	512	509	541	510	423	196
Avg/Day	12	10	8	9	11	5	14	17	15	18	16	15	7

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

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

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

Account Number	19983
Due Date	06/22/2016
Amount Due	89.17
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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



PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

B

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, May 24, 2016**

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

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Wayne Leonard, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, representing the Chinook Observer  
Randy & Christin Lewis  
Barbara Tallman  
Doris Busse  
Sharon Kulish-Bayles  
Bev Arnoldy  
Kelly Rupp  
Linda Walker  
Hugh Barrett

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

**PUBLIC COMMENT – None**

**CONSENT AGENDA**

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

**Approve Rainbow Valley Landfill Vouchers**  
**PUD No. 2 - \$53.23**  
**Royal Heights Transfer Station, Inc.- \$2,459.52**  
**Maneman Electric- \$290.27**  
**City of Raymond- \$1,450.00**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**Approve the regular meeting minutes of April 26, 2016 and May 10, 2016**

**MEETING CLOSED – 9:01AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

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

ATTEST:

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

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

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

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

**June 14, 2016**

**9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

10:00 AM Public Hearing-Finnish-American Folk Festival Assembly Permit

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

9:30 AM Regular Community Development monthly workshop

12:00 PM Elected Officials Meeting

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**Call to Order**

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

**CONSENT AGENDA (Items 1-7)**

**Department of Community Development**

- 1) Approve temporary hire of Kimberly Sarver, Environmental Health Technician, effective June 16, 2016
- 2) Approve hire of Alex Gilbert, as temporary litter crew co-lead, and Bailee Lee, Karli Wilson, Bryttney Deniston, Walker Oblad, Brooke Spoor, and Amanda Graham as temporary litter crew

**Flood Control Zone District No. 1**

- 3) Approve Addendum #1 to Skating Lake State Park Property Right of Entry; authorize County Engineer 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.*

**General Business**

- 4) Approve Amendment #1 to Contract for Services with Coastal Community Action Program for housing related services
- 5) Approve regular meeting minutes of May 24, 2016
- 6) Approve May, 2016 payroll:  
Total employees: 185 Total payroll: \$736,466.01
- 7) Approve Vendor Claims:  
Warrants Numbered 132200 thru 132251- \$78,285.34  
Warrants Numbered 132252 thru 132359- \$162,149.08  
Warrants Numbered 132360 thru 132495- \$219,657.09

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 8) Accept resignation of Dave Cowell, Road Supervisor, effective June 16, 2016; consider approval of request to advertise and hire for vacant position
- 9) Consider approval of Special Use Agreement with Jaylee Bradley to host family campout at Morehead Park
- 10) Consider approval of Special Use Agreement with Bay Center Association to host Bay Center Days at Bush Pioneer Park
- 11) Consider approval of Special Use Agreement with Jessica Lorton for a wedding at Bush Pioneer Park
- 12) Consider award of the Sandridge Road Resurfacing Project, County Road Project #1644
- 13) Consider approval of request to solicit quotations utilizing the Small Works Roster for culvert replacement
- 14) Consider approval of request to purchase Cobra PROe Paving Breaker from Crowder Supply Company, Inc.
- 15) Consider approval of Landowner Agreement for projects funded by the Salmon Recovery Funding Board for the Hyland Stringer Road Culvert Project; authorize Chair to sign

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 16) Accept resignation of Director Faith Taylor-Eldred
- 17) Consider approval of Professional Services Agreement with The Watershed Company to lead the Voluntary Stewardship Program and development of the Work Plan
- 18) Consider approval of Professional Services Agreement with Pacific Conservation District to assist in the public outreach and development of the Work Plan pertaining to the Voluntary Stewardship Program

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 19) Consider approval of Great Rivers Inter-Local Agreement for 5177 Diversion Program Services; authorize Chair to sign

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**ITEMS REGARDING FAIR**

- 20) Consider approval of the 2016 Pacific County Fair Agreement with Paradise Amusements; rescind motion of March 8, 2016

**ITEMS REGARDING SHERIFF'S OFFICE**

- 21) Consider approval of Memorandum of Understanding with WA Service Corps for placement of AmeriCorps Individual Placement Service Member; authorize Chair to sign
- 22) Confirm Sheriff's signature on Grant Writing Agreement with PoliceGranstHelp & PoliceOne

**ITEMS REGARDING GENERAL BUSINESS**

- 23) Consider adoption of Resolution 2016-019 establishing the budget calendar for fiscal year 2017
- 24) Consider acceptance of offer to purchase tax-title parcels #77015001017 and #77015001019

**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 26) Consider approval of Assembly Permit Application as submitted by Mike Swanson for the Finnish-American Folk Festival

**ITEMS REGARDING GENERAL BUSINESS**

- 27) Continue meeting to Monday, June 20, 2016 at 11:00AM or as soon thereafter as possible for the purpose of awarding the Call for Bids pertaining to the Safety Guardrail Project

*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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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:

6/14/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development Department

DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

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

DATE: 5/25/2016

#### NARRATIVE OF REQUEST

The Department has offered the temporary Solid Waste education position to Kimberly Sarver who has accepted. Her first day will be June 16th.

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

Approve temporary hire of Kimberly Sarver, Environmental Health Technician, effective June 16, 2016, at a rate of \$15/hour, not to exceed five months, 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:

6/14/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ 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: Community Development Department

DIVISION (if applicable): Solid Waste

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

SIGNATURE:

DATE: 6/8/2016

### NARRATIVE OF REQUEST

The Department has offered the summer co-lead position to Alex Gilbert, who has accepted, and 6 youth (Bailee Lee, Karli Wilson, Bryttney Deniston, Walker Oblad, Brooke Spoor, and Amanda Graham). Alex will start June 16th and the first youth crew on the 20th.

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

Approve hire of Alex Gilbert, as temporary litter crew co-lead, effective June 16, 2016, and Bailee Lee, Karli Wilson, Bryttney Deniston, Walker Oblad, Brooke Spoor, and Amanda Graham as temporary litter crew, subject to adequate budget appropriations



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

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

REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ 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): Flood Control
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5-31-16
NARRATIVE OF REQUEST Authorize County Engineer, on behalf of Flood Control Zone District No. 1 to sign Addendum #1 to Skating Lake State Park Property Right of Entry Permit #P443013PAC1. Original Permit authorized in 3/21/2011 BOCC meeting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Addendum #1 to Skating Lake State Park Property Right of Entry Permit #P443013PAC1 and authorize County Engineer to sign	

**Addendum #1**  
**Skating Lake State Park Property**  
**RIGHT OF ENTRY PERMIT # P443013PAC1**

Addendum #1

Date: May 24, 2016

Lessee: PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS ON BEHALF OF FLOOD CONTROL ZONE  
DISTRICT NO. 1 (Lessee)

Lessor: WASHINGTON STATE PARKS AND RECREATION COMMISSION (State)

State and Lessee agree to the following:

Amend Section 1 Property to read as follows:

**1 Term of Permit.** This permit is valid for a period of FIVE (5) years or portions thereof from May 1, 2016 through April 31, 2021.

All other terms and conditions will remain the same.

**Lessee:** \_\_\_\_\_

**State:** \_\_\_\_\_  
Peter Herzog  
Assistant Director

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

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

M:\Projects\Skating Lake\RPA\Permits\P443013PAC1 PacificCoSurfsideDrainage\Lease Addendum #1.doc



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:

6/14/16

## 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: General Administration

DIVISION (if applicable): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE:

*Kathy Spoor*

DATE: 5/24/16

#### NARRATIVE OF REQUEST

Attached for your consideration is an amendment to our contract for housing related services with Coastal Community Action Program (CCAP). This amendment transfers funds between operating categories. There is no change to the amount contracted. CCAP has really stepped up and is doing a great job in expanding services in Pacific County. They recently opened an office in Long Beach and have hired local staff.

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

Move to approve Amendment #1 to Contract for Services with Coastal Community Action Program.  
for housing related services

Name of Contractor: Coastal Community Action Program

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Contract for Services between Pac Co and Coastal Community Action 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: \_\_\_\_\_ Low Income Housing Related Services

**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 #: 179 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

CONTRACT FOR SERVICES  
Between  
PACIFIC COUNTY, WASHINGTON  
And  
COASTAL COMMUNITY ACTION PROGRAM

AMENDMENT #1

**WHEREAS**, the Contract for Services between Pacific County and Coastal Community Action Program, entered into the 1st of January, 2016, allows for contract modifications; AND

**WHEREAS**, there is a need to amend sections of the contract to reflect adjustments in the funding categories by transferring \$6315 from the Housing Advocate Category to the Admin and Operating Cost Category; AND

**WHEREAS**, the monthly invoice needs to be amended to reflect these changes;

**NOW, THEREFORE**, Section 2, Table 1, "USE OF FUNDS AND SCOPE OF WORK", TABLE 1, and Attachment (A), "INVOICE FOR PAYMENT", are hereby amended as follows:

2. **USE OF FUNDS and SCOPE OF WORK (Table 1)**

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Housing Advocate	\$40,560 \$34,245	Fund 179	Invoice (Attachment A) with attached backup documentation
Admin, Operating Costs-Travel, Supplies, Etc.	\$5,000 \$11,315	Fund 179	Invoice (Attachment A) with attached backup documentation
Housing Assistance	\$53,440	Fund 179	Invoice (Attachment A) with attached backup documentation Annual Report- # of Individuals Served-to be completed by December 19 <sup>th</sup> , 2016 and submitted with last invoice for payment
TOTAL	\$99,000		

ATTACHMENT ~~A~~: See Attached

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

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

Coastal Community Action Program



Craig Dublanko, CEO

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

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

ATTEST:

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



**Coastal Community Action Program****117 E. Third Street****Aberdeen, WA****98520****AMENDMENT # 1****Invoice Date****Services Provided through**


Pacific County General Administration  
 PO Box 6  
 South Bend WA 98586  
 360-875-9334

2016 Budget - \$99,000

Line Item	Approved Budget	Previously Reported	Current Request Amount*	Total Requested	Remaining Balance
Housing Advocate	34,245.00			-	34,245.00
Admin/Program Operations	11,315.00				11,315.00
Housing Assistance	53,440.00			-	53,440.00
	<b>99,000.00</b>	-		-	<b>99,000.00</b>
<b>Total this Request</b>			<b>\$ -</b>		

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge. *\*See attached documentation for services provided.*

---

 Coastal Community Action Program

---

 Title

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

5

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, May 24, 2016**

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

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Wayne Leonard, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, representing the Chinook Observer  
Randy & Christin Lewis  
Barbara Tallman  
Doris Busse  
Sharon Kulish-Bayles, PC Master Gardener  
Bev Arnoldy, PC Master Gardener  
Kelly Rupp, PC Master Gardener  
Linda Walker, PC Master Gardener  
Hugh Barrett, PC Master Gardener

**PUBLIC COMMENT**

Christin Lewis thanked the Board for meeting with them and the state legislatures regarding the Upper Naselle Road slide.

Barbara Tallman and Dorris Busse spoke regarding the Upper Naselle Road slide.

**PROCLAMATION**

Chairman Wolfe read the WSU Master Gardener Volunteer Week Proclamation into the record. Sharon Kalush-Bayles spoke regarding the Master Gardener's trainings and involvement in the county over the last year.

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

**CONSENT AGENDA (Items 2-10)**

Commissioner Ayers requested item #3 pertaining to transfer of surplus computers to South Bend School District be removed from the Consent Agenda.

**CONSENT AGENDA (Items 2, 4-10)**

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

**Department of Public Works**

**Approve surplus of 2005 Ford Ranger #985, 1996 Jeep Cherokee #005, 1999 Mercury Mountaineer #173, 1998 Ford Ranger #085, 2002 Ford Ranger #983, 2007 Ford Ranger #992, 2006 Ford Ranger, #989, 2005 Ford Ranger #984, 2003 Chevrolet Astro Van #956, 1999 Chevrolet 1500 #982, 2004 Ford Crown Victoria #S165, 1997 GMC 1500 #084, 1996 Ford Super Duty #033, and 1993 GMC 3500HD #988**

**Public Health & Human Services Department**

**Approve Amendment B to Consolidated Homeless Grant Number 16-46108-22 with WA State Department of Commerce for Community Services and Housing Division and authorize Chair to sign**

**Notice of probation completion of Sheena Humphreys and Rosanne McPhail, effective June 1, 2016**

**Auditor's Office**

**Approve disposal of a printer and two monitor's**

**General Business**

**Approve amended regular meeting minutes of February 23, 2016**

**Approve the regular meeting minutes of April 26 and May 10, 2016**

**Approve Vendor Claims  
Warrants Numbered 132074 thru 132199- \$232,170.26**

**Confirm transfer of HP printer from Juvenile Court Services to Prosecutor's Office**

**Approve transfer of surplus computer workstations to South Bend School District**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve transfer of twelve surplus Dell computer workstations to South Bend School District, in accordance with Personal Property Inventory Procedures**

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

**Approve purchase of a F400 RESI Package for Pole Inspection for bridge inspections in the amount of \$4,260 plus sales tax and delivery and adopt Resolution 2016-017 authorizing purchase from IML North American as a single source of supply**

**Approve Local Agency Federal Aid Project Prospectus CRP 1640, Local Agency Agreement LA-8632 Supplement No. 2 with WA State Department of Transportation for Signing Upgrades and authorize Chair to sign**

**Approve the Public Notice/Call for Bids/Notice to Contractors for the 2014 County Safety Selections-Signing Upgrades** *(date to be set once funding is received)*

**ITEMS REGARDING JUVENILE COURT**

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

**Approve Functional Family Therapy Contract with Nelita Wallingford, effective May 31, 2016 through May 31, 2018, subject to adequate budget appropriations**

**ITEMS REGARDING VEGETATION MANAGEMENT**

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

**Approve the temporary hire of Geoff Hylton, Spartina Field Crew at \$16 an hour, effective June 1, 2016 through October 28, 2016, subject to adequate budget appropriations**

**ITEMS REGARDING RISK MANAGEMENT**

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

**Approve the annual Risk Pool self-assessment for fiscal year 2015 and authorize the Chair to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

Consider adoption of Resolution 2016-\_\_\_ in the matter of approving the new Senior Deputy District Court Clerk job description-**DEFERRED**

Consider adoption of Resolution 2016-\_\_\_ in the matter of reclassifying the Senior Building Inspector and Building Inspector/Fire Marshall job descriptions-**DEFERRED**

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

**Adopt Resolution 2016-018 in the matter of authorizing application to the Community Economic Revitalization Board for planning grant funding**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Special Event Use Agreement with HAVA to use the commercial building at the fairgrounds for their annual garage sale on June 10-12, 2016 and authorize Chair to sign**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Release pertaining to Lease #DACW 67-5-11-145 from the Seattle District of the Army Corps of Engineers pertaining to the North Cove Communications Site and authorize Chair to sign**

**Approve Amendment #1 to the Timberlands Regional Support Network Interlocal Agreement**

**EXECUTIVE SESSION**

**9:30AM-9:40AM**

RCW 42.30.110(1) (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

**MEETING CLOSED AT 9:28AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

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)*

**OTHER BUSINESS FOR FILING**

Notice of license expiration for the Willapa Harbor Golf Course from the WA State Liquor and Cannabis Board.

Letter dated April 12, 2016, from Carol A. Morris regarding Bradley Huson and the Oysterville Design Review Board.

Letter dated April 24, 2016 from Veronica G. Price regarding the Shoreline Master Program Update.

Appeal letter dated April 27, 2016, from Carol Morris regarding Bradley Huson's land use/zoning permit #DUB16-00000-000LJ.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

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

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

May 3, 2016

Workshop w/ Pacific Hardwoods

Workshop w/ Public Works

May 9, 2016

Regular Community Development monthly workshop

Meeting Agenda Review

Joint (Elected/Appointed) Management Meeting

May 10, 2016

Board of Health/Board of Commissioners Meetings

Call for Bids-Milne Rock Pit

May 16, 2016

Workshop w/ Kathy Spoor

Departmental Briefings

Workshop w/ M. Goelz re: staffing

Workshop w/ P. Plakinger

May 23, 2016

Workshop w/ Auditor's Office re: courier service

Meeting Agenda Review

Workshop w/ K. Spoor re: various issues

May 24, 2016

Board of Health/Board of Commissioners Meetings

Workshop w/ Upper Naselle Road slide residents

Executive Session

Workshop w/ P. Plakinger regarding tax title properties

May 31, 2016

Workshop w/ B. Smith re: fishing industry

## BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: MAY, YEAR OF 2016

TOTAL EMPLOYEES: 185

TOTAL PAYROLL: \$736,466.01

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_14th\_\_\_day of JUNE 2016

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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



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

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

As of this date, June 14, 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

132200          thru          132251          \$    78,285.34

Warrants Dated:      May 19, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

*Rachel Patrick*  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

MAY 25 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

As of this date, June 14, 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

132252                      thru                      132359                      \$ 162,149.08

Warrants Dated: May 27, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

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

As of this date, June 14, 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

132360                      thru                      132495                      \$ 219,657.09

Warrants Dated: June 3, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

JUN 03 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



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

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

REQUESTED MEETING DATE:

6/14/2016

## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>8</u>		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board		
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt		
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required		
<b>DISTRIBUTION LIST:</b>				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Andree Harland	PHONE / EXT: 2274
SIGNATURE:	DATE: 6-2-16
<b>NARRATIVE OF REQUEST</b> Request the Board to accept the resignation of Dave Cowell, Road Supervisor. DPW will immediately advertise for the open position.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Accept resignation of Dave Cowell, Road Supervisor, effective June 16, 2016 and approve request to advertise and hire for vacant position, 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:

JUNE 14, 2016

## AGENDA REQUEST FORM

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

9

Agenda Item #:

BOCC ACTION: ☐ APPROVED

☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *Dotsi Graves*

DATE: JUN 2, 2016

### NARRATIVE OF REQUEST

Parks Department requests authorization and Board's signature for Special Use Agreement with Jaylee Bradley for the use of Morehead Park July 1-4, 2016.

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

Approve Special Use Agreement with Jaylee Bradley to host family campout at Morehead Park, July 1-4, 2016 and authorize Chair to sign

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

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of April, 2014,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Boyle Brewery hereinafter referred to as "PERMITTEE".

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

County Facility: Morehead Park

Event Date(s): July 1st - 4<sup>th</sup> 2014

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

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

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

Request for waiver of the insurance requirements is hereby:

☐ Approved ☐ Denied



## Special Event Application

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

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

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

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

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Bradley Family Campout  
2. Description of event: Family Camping gathering /  
family reunion

3. Location of event: Morehead Park

4. Dates of event: 7/1/16 - 7/4/16 Hours of operation: \_\_\_\_\_

5. Has the event been held previously? yes at other  
campsites Dates: annually

6. Estimated attendance: 50

7. Name and address of Event Representative: \_\_\_\_\_

Jaylee Bradley 1130 Coral Creek Rd Longview, WA 98632

Cell Phone Number: 360-520-1593 Office Number: N/A

8. Emergency contact name and phone number: \_\_\_\_\_

David Deming 360-520-5883



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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

Jaylee Bradley      4/13/10  
Signature of Applicant/Representative      Date

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

Name: Jaylee Bradley      Contact #: 360-520-1393

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Brackley Family Campout  
Organization

\_\_\_\_\_  
Chairman

Julie Brackley  
Printed Name

ATTEST:

Julie Brackley 4/13/16  
Signature Date

\_\_\_\_\_  
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:

JUNE 14, 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:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: MAY 24, 2016

#### NARRATIVE OF REQUEST

Parks Dept requests Board approval and signature for Special Event Application from The Bay Center Association for the use of Bush Pioneer Park July 9, 2016 for "Bay Center Days".

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

Approve Special Use Agreement with Bay Center Association to host Bay Center Days at Bush Pioneer Park on July 9, 2016 and authorize Chair to sign

## Special Event Application

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

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

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

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

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: BAY CENTER DAYS
2. Description of event: ARTS & CRAFT FAIR, DISPLAYS,  
"OLDIE" CUSTOM CAR SHOW, WITH FOOD &  
MISC. ENTERTAINMENT BOOTHS
3. Location of event: BUSH PIONEER PARK, BAY CENTER
4. Dates of event: JULY 9, 2016 Hours of operation: 11am to 4pm
5. Has the event been held previously? YES Dates: 2013, 2014, 2015
6. Estimated attendance: 150-200
7. Name and address of Event Representative: ED WHITFORD  
243 BAY CENTER ROAD, SOUTH BEND 98586
- Cell Phone Number: 503-287-4930 Office Number: 360-875-5065
8. Emergency contact name and phone number: RHETA EDWARDS

360-875-0150

RECEIVED  
PACIFIC COUNTY

*Pacific County is an Equal Opportunity Employer and Provider*

MAY 23 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

Edward B. Whitford      5/23/2016  
Signature of Applicant/Representative      Date

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

Name: Ed Whitford      Contact #: 503-287-4293

Name: Al Edwards      Contact #: 520-247-0040

Name: Jim Martindale      Contact #: 253-380-1395

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

MISCELLANEOUS ANSWERS TO THE "YES" ANSWERED  
QUESTIONS ON THE APPLICATION FOR  
"BAY CENTER DAYS"  
FROM THE BAY CENTER ASSOCIATION FOR THEIR  
EVENT AT BUSH PIONEER PARK, JULY 9th

TRAFFIC CONTROL

We plan to have at least 3 individuals (2 at the Park and 1 at the Bridge to direct traffic for the "Oldie's Car Show" and other Events) for Parking and to answer questions.

OFF STREET PARKING

There will be Parking at the Old BC Store, the BC Methodist Church and various other open areas thruout Bay Center Proper and at the bottom of the Hill (around the Dock of the Bay location). The "Traffic Control" people will direct cars as needed.

FOOD HANDLERS PERMIT

Food will be cooked and served by the Chinook Indian Tribe and The Dock of the Bay Restaurant. They will submit all the necessary documents needed

GARBAGE DISPOSAL PLAN

There will be a number of large garbage cans added to the existing Park cans (by the Association). This will include a at least 3 garbage cans for can recycling. They will be removed before nightfall from the Park and disposed of at numerous individuals homes



(4<sup>th</sup> ANNUAL!!!)

# BAY CENTER DAYS

**DATE: July 9th, 2016**

**WHERE: BUSH PIONEER PARK – BAY CENTER, WA**

**TIME: 11:00AM – 4:00PM**

**FOOD SERVED FROM 11:00AM – 3:30PM**

**(ALL FOOD COST ARE BY "DONATION")**

**SALMON CHOWDER-FRY BREAD-PULLED PORK SANDWICHES-CHIPS-  
HOTDOGS-PUNCH OR BOTTLED WATER-COOKIES-NACHOS**

**\*\*\*\*\*ENTERTAINMENT\*\*\*\*\***

- \* "OLDIE" CUSTOM CARS ON DISPLAY
- \* TIE-DYE YOUR "BAY CENTER DAYS" T-SHIRT!!!
- \* NASCAR RACES FOR KIDS
- \* OYSTER SHUCKING CONTEST
- \* THE ANNUAL PALIX RIVER BOAT RACE STARTS AT APPROX. 9 am
- \* VENDOR BOOTHS AVAILABLE @ \$12.00 FOR 10X10 SPACE. SPACE IS LIMITED, CALL 360-875-0150 ASAP TO RESERVE A SPACE.
- VENDORS TO SUPPLY THEIR YOUR OWN TABLES/TENTS/CHAIRS-
- \* MANY RAFFLE ITEMS: CUSTOM KNIFE, GIFT BASKETS, PAINTINGS, GIFT CERTIFICATES, AND MANY HAND CRAFTED ARTS & CRAFT ITEMS
- \* CONTACT RHETA EDWARDS (360-875-0150 FOR INFORMATION

**SPONSORED BY THE BAY CENTER ASSOCIATION**



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:

JUNE 14, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ 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: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARK MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *[Signature]*

DATE: MAY 25, 2016

### NARRATIVE OF REQUEST

Parks Dept requests the Board to approve and sign the Special Agreement with Jessica Lorton for the use of Bush Pioneer Park August 13, 2016.

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

Approve Special Use Agreement with Jessica Lorton for a wedding at Bush Pioneer Park on August 13, 2016 and authorize Chair to sign

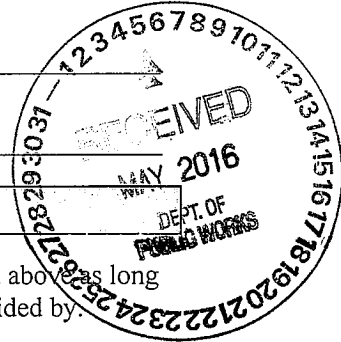
**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 28 day of April, 2016,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Jessica Lorton hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0 and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Bush Pioneer Park

Event Date(s): August 13, 2016



**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

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

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

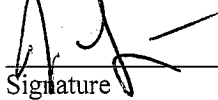
Request for waiver of the insurance requirements is hereby:

☒ Approved ☐ Denied  
By Risk Manager

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

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

PERMITTEE

  
Signature

Title

Date

4-28-16

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

## Special Event Application

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

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

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

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

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Wedding

2. Description of event: Small wedding.

3. Location of event: Bugh Pioneer Park

4. Dates of event: 08/13/16 Hours of operation: 4pm - 12am

5. Has the event been held previously? \_\_\_\_\_ Dates: \_\_\_\_\_

6. Estimated attendance: Under 50

7. Name and address of Event Representative: Jessica Brown - P.O. Box 922

Bay Center, Wa 98527

Cell Phone Number: 208-4184 Office Number: \_\_\_\_\_

8. Emergency contact name and phone number: \_\_\_\_\_


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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

 4/28/16  
Signature of Applicant/Representative Date

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

Name: Jennifer Lagergren Contact #: (360) 675-6669

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

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

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



REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

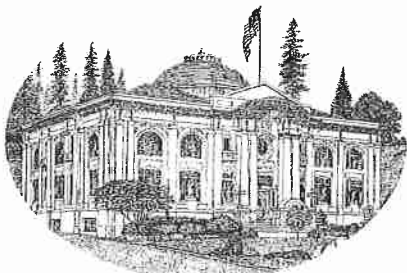
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/>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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Award Sandridge Road Resurfacing Project, bids opened 6/9/2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Award the Sandridge Road Resurfacing Project, County Road Project #1644 to Naselle Rock & Asphalt Co., in the amount of \$649,933.44, including sales tax, subject to adequate budget appropriations	





PACIFIC COUNTY COURTHOUSE  
NATIONAL HISTORIC SITE

# COUNTY OF PACIFIC

## Department of Public Works

211 North Commercial Street

Raymond, WA 98577

Email: [pw@co.pacific.wa.us](mailto:pw@co.pacific.wa.us) Web: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

*Pacific County is an Equal Opportunity Employer*

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

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

Naselle  
(360) 484-7368

North Cove/Tokeland  
(360) 267-8368

June 9, 2016

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

RE: **Sandridge Road Resurfacing Project MP 8.30 to MP 10.52**  
**Federal Aid No. STPR-B256(011)**  
**Contract No. TA-5905**

Honorable Commissioners:

The Department of Public Works has reviewed the bid documents received for the Sandridge Road Resurfacing Project MP 8.30 to MP 10.52. Two bid packets were received from the solicitation. The low bid was received from Naselle Rock & Asphalt Co. in the amount of \$649,933.44.

The bid documents were checked with errors noted. The bid tabulation was mathematically checked and contractor registration and Excluded Parties listing checked. The Engineer's Estimate for the project was \$742,702.50.

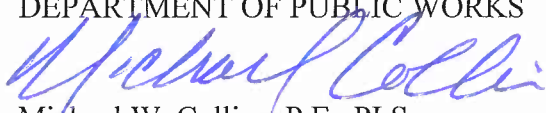
The Pacific County Department of Public Works recommends a contract be awarded to Naselle Rock & Asphalt Co. in the amount of \$649,933.44.

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

Your favorable consideration is appreciated.

Sincerely,

PACIFIC COUNTY  
DEPARTMENT OF PUBLIC WORKS

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



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:

6/14/2016

## 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

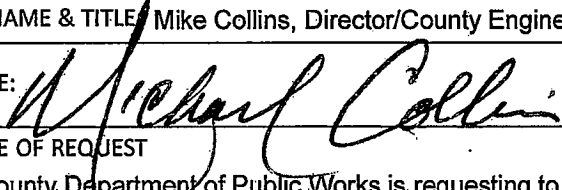
☐ Legal Required

#### DISTRIBUTION LIST:

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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): ROADS
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 5-26-16
NARRATIVE OF REQUEST Pacific County Department of Public Works is requesting to solicit quotations utilizing the Small Works Roster for the replacement of cross culverts on Fowler Road.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to solicit quotations utilizing the Small Works Roster for cross culvert replacement on Fowler Road	



REQUESTED MEETING DATE:

6/14/16



## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE:

*Michael Collins*

5-24-16

NARRATIVE OF REQUEST

Request to purchase Cobra PROe Paving Breaker for \$4,070.00. Attached are 3 quotes.

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

Approve purchase of Cobra PROe Paving Breaker from Crowder Supply Company, Inc. in the amount of \$4,070, not including sales tax, subject to adequate budget appropriations

## Ayesha Cruz

**From:** Crowder Supply <support@crowdersupply.com>  
**Sent:** Friday, May 20, 2016 10:37 AM  
**To:** Ayesha Cruz  
**Subject:** [BULK] Quote - Crowder Supply

**Importance:** Low



### Product Quote

acruz@co.pacific.wa.us  
acruz@co.pacific.wa.us  
05/20/2016

**Crowder Supply Company, Inc.**  
8495 Roslyn Street  
Commerce City, CO 80022  
888-883-5144 (toll free), 303-433-5144  
[crowdersupply.com](http://crowdersupply.com)

Shipping 4-5 days  
Price includes shipping. NO tax.

### Products

Qty	Model	Item	Total Weight (lbs)	Unit	Total
1	AC-8318070107	<a href="#">Cobra PROe Paving Breaker - 1-1/8 x 6" Shank</a>	66.1	\$4,070.00	\$4,070.00
(Total Weight: 66.1 lbs)				Subtotal:	\$4,070.00

### To Purchase This Cart:

- [Login or Create An Account](#)
- Go to the **Shopping Cart**
- In Saved Carts, with Cart Name: **acruz@co.pacific.wa.us**

# Quote

**BERNTSEN INTERNATIONAL INC**

PO BOX 8670 MADISON, WI 53708  
SUELENA LEE - slee@Berntsen.com  
P.800-356-7388 F.800-249-9794

Quote No	Quote Date	Page
5970	5/20/2016	1

**FED ID: 39-1158981****DUNS: 07-6134584****Bill To**

PACIFIC COUNTY DEPT OF PUBLIC WORKS  
AYESHA CRUZ  
211 COMMERCIAL STREET  
RAYMOND, WA 98577  
US

**Ship to**

PACIFIC COUNTY DEPT OF PUBLIC WORKS  
AYESHA CRUZ  
211 COMMERCIAL STREET  
RAYMOND, WA 98577  
US

Customer No	Slspn	Payment terms
59126	94	NET 30 DAYS

Loc	PPD/COL	Ship via	Ship Date
01		UPS GROUND	

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
1	EA	8318 0700 41 COBRA MK1 GAS POWERED BREAKER 1 1/8" X 6" CHUCK 6A0	\$4,095.00		\$4,095.00
1	EA	FREIGHT CHARGES TO: RAYMOND, WA 98577 VIA: UPS GROUND	\$123.33		\$123.33

**NO SALES TAX****\*THIS QUOTE IS VALID FOR 30 DAYS.**

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

**Quote Total****\$4,218.33**

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**Contact Us**

Jackhammers.com &gt; Tools &gt; Gasoline &gt; Breakers &gt; Atlas Copco Cobra Pro

## Atlas Copco Model: "Cobra Pro"

**Gasoline Breaker**

delivery

\$4,425.00  
\$300.00

\$4,725.00

Atlas Copco

The Cobra™ Pro breaker is the heavy hitter in the range. Clocking up an incredible 60 joules at the tool tip, it delivers almost twice the impact energy of other petrol-driven breakers on the market. In fact, it offers the same power-to-weight ratio as many pneumatic or hydraulic breakers, but without being tied down to a power source or hoses.

The BEST price is just a call away!

**800-241-9669**

Why don't we show prices?

Model	Chuck / Shank Size (inches)	Part Number
Cobra Pro	1-1/8" x 6"	8318070041
Cobra Pro	1-1/4" x 6"	8318070037

Technical Specs

Accessory Tools

Related Accessories

Safety Gear

Tool Pictures

Parts

Description	Cobra Pro 28 x 152
Part no	8318 0700 41
Engine	90 cc single cylinder two-stroke
Power (W)	2 kW
Impact frequency (blows/min)	720-1440
Impact energy (joule)	60
Weight (lb)	55,1
Length (inch)	36,5
Fuel capacity (US gal)	0,26
Fuel mix	1:50
Tool shank (inch)	1 1/8 x 6
Vibration level 3 axes (ISO 20643) (m/sec <sup>2</sup> )	4,3
Sound power level guaranteed (2000/14/EC) (Lw, dB(A))	109

Description	Cobra Pro 32 x 152
Part no	8318 0700 37
Engine	90 cc single cylinder two-stroke
Power (W)	2 kW
Impact frequency (blows/min)	720-1440
Impact energy (joule)	60
Weight (lb)	55,1
Length (inch)	36,5
Fuel capacity (US gal)	0,26
Fuel mix	1:50
Tool shank (inch)	1 1/4 x 6
Vibration level 3 axes (ISO 20643) (m/sec <sup>2</sup> )	4,3
Sound power level guaranteed (2000/14/EC) (Lw, dB(A))	109

Sound pressure level (ISO 11203) ( $L_p$ , $r=1m$ )	96
---	----

Sound pressure level (ISO 11203) ( $L_p$ , $r=1m$ )	96
---	----



*Atlas Copco Cobra Pro Operator Manual*

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REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 15

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

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

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Authorize execution of the Landowner Agreement form for Projects Funded by the Salmon Recovery Funding Board for the Hyland Stringer Road Culvert Project being constructed through the Pacific County Anglers.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Landowner Agreement for projects funded by the Salmon Recovery Funding Board for the Hyland Stringer Road Culvert Project, which is being constructed through the Pacific County Anglers, and authorize Chair to sign	



# Landowner Agreement

## For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 4th day of April, 2016, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Pacific County Public Works Department, Mike Collins Director

Street Address: P.O. Box 66

City, State, Zip Code: South Bend, WA 98586

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Pacific County Anglers

Street Address: 148 Airport Road

City, State, Zip Code: Raymond, WA 98577

## Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in 24 Watershed (Water Resource Inventory Area), Pacific County, State of Washington, Tax Parcel No. 13082523043, at Pacific County Hyland Stringer Road Culvert Crossing on Stringer Creek. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Project

Agreement No. 15-1047 dated 12/9/15, into which this agreement, once signed by both parties, becomes incorporated herein.

**The Grantee (Pacific County Anglers, PCA) Agrees to:**

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in Attachment A (Include frequency and duration).

**The Landowner (Pacific County) Agrees to:**

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee and RCO, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee or RCO, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

## General Terms

The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Grantee will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and RCO has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in Section 23 of the Salmon Project Agreement and Washington Administrative Code 420-12-085, which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Grantee or RCO to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

---

Grantee

Date

---

Landowner

Date

Provide a copy of this Agreement, and any amendments to this Agreement, to the RCO:  
Washington State Recreation and Conservation Office, PO Box 40917 Olympia, WA 98504-0917

## **Attachment A: Project Description and Maintenance Responsibilities**

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Replacing this culvert will open up 6.6 miles of habitat. The project is located in Pacific County on Hyland/Stringer Road. Highland Stringer Road as it crosses Stringer Creek and downstream on Pacific County Parcel #13082523043. The Hyland/Stringer Creek culvert is .6 miles upstream from the confluence with the Willapa River.

Restore natural stream processes including: fish passage, access to floodplain, adding meanders, LWD, pools and riffles, riparian habitat and spawning. Restore spawning habitat and fish passage to enhance natural salmon populations.

Remove the fish passage barrier culvert at Highland Stringer Road and replace it with a 34' X 24'-4" X 8'-2" box culvert. Approximately 501' of new channel downstream of the culvert will be created and meandered to make up for the 6'-8' elevation difference. Meanders, pools and riffles and approximately 80 pieces large woody debris will be installed downstream. All work will be performed per final plans and specifications. The entire downstream riparian area within the Pacific County Anglers property will be replanted with native shrubs and trees. The suggested native plantings will be willow, dogwood, snowberry, fir and cedar.

Pacific County Public works will need to grant two temporary easements to John and Vickie McNamara and the Pacific County Anglers for the temporary road.

The original required match for the project provided by Pacific County was \$68,048.00. With help from USFWS and the Willapa Valley Water District, Pacific County now has an approximate match of \$5,000.00 match requirement. This can be in form of: cash, labor, equipment, purchasing project items, etc. SRFB prefers the match to go towards goods and services versus cash.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

A final inspection from the county will be performed on the new culvert. After construction is completed on the new culvert, it will go onto Pacific County's Public Works maintenance schedule.

It is further understood and agreed by the parties hereto that the Landowner shall retain the right to inspect and approve the work during construction and upon completion.

Once the project is completed, Pacific County will provide all maintenance required on the culvert and perform any work on the culvert, as they would have prior to the construction of the project. Once the project is completed and inspected and approved by the Pacific County, PCA will no longer be responsible for the culvert as it crosses under Hyland Stringer Road. The private water intake will be the responsibility of the landowner.



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:

6/14/2016

## 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

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 5/24/2016

#### NARRATIVE OF REQUEST

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

Accept resignation of Faith Taylor-Eldred, Community Development Director effective July 31, 2016



REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

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

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
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|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 5/31/2016
NARRATIVE OF REQUEST	
<p>The Department requests approval to contract with The Watershed Company to lead the Voluntary Stewardship Program and development of the Work Plan.</p> <p>The agreement will be retroactive to May 1, 2016, and expires June 2017. The budget is \$193,000 and is funded through the Washington Conservation Commission.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Professional Services Agreement with The Watershed Company to lead the Voluntary Stewardship Program and development of the Work Plan, effective May 1, 2016 through June 30, 2017, in the amount of \$193,000, subject to adequate budget appropriations and receipt of proof of insurance</p>	

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between Pacific County, a municipal corporation hereinafter referred to as "the COUNTY", and The Watershed Company, 750 Sixth Street South, Kirkland, WA, 98033 "the CONTRACTOR".

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

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

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

### I. SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR will provide services set forth in *Exhibit A* in accordance with the terms and conditions of this agreement. The CONTRACTOR will be responsible for the professional quality, technical accuracy, timely completion, and coordination of reports, data, technical analysis, and other work products furnished by the CONTRACTOR under this Agreement. The CONTRACTOR will, without additional compensation, correct or revise errors and omissions in reports, data, technical analyses, drawings, specifications, and other work products.

### II. RESPONSIBILITIES OF COUNTY

The COUNTY will provide services set forth in *Exhibit B* in accordance with the terms and conditions of this agreement.

### III. DURATION OF AGREEMENT

This Agreement shall be retroactive to May 1, 2016, and will terminate on June 30, 2017. Termination as herein provided will be in addition to, and not in lieu of, a party's right to terminate for breach. Termination will operate to discharge all obligations that are executory by either party on or after the effective date of termination, but any right of a party based on performance or breach of this Agreement prior to the effective date of termination will survive.

### IV. CHANGES IN WORK

The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed. If such changes cause an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY will make an equitable adjustment in the (1) maximum amount payable; (2) duration of the Agreement or project, or both; and (3) other affected terms. Upon mutual agreement of equitable adjustment, a written supplement to the Agreement will be prepared by the COUNTY for execution by both parties.

The CONTRACTOR must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the COUNTY decides that the facts justify it, the COUNTY may receive and act

upon a claim submitted before final payment is made under the Agreement. Failure to agree to any adjustment will be a dispute under Section XIX. However, nothing in this clause will excuse the CONTRACTOR from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions above, the maximum amount payable for this Agreement, will not be increased or considered to be increased except by specific written supplement to this Agreement.

#### V. COMPENSATION AND METHOD OF PAYMENT

The COUNTY will reimburse the CONTRACTOR for satisfactory completion of the services specified under this Agreement on a time and materials basis in an amount not to exceed those costs shown in *Exhibit A*.

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

Invoices will be provided to the COUNTY monthly. Payment will be made within thirty (30) days after receipt of invoices. In the event any items in the billing may be questioned or disputed by the COUNTY, such items will be deleted from the billing until their resolution and the remainder of the billing will be processed within the above-stated period. Invoices due and owing beyond the established thirty (30) day payment period, and not subject of dispute as described herein, will accrue interest at the rate of one and one half (1.5) percent per month on the unpaid balance.

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

#### VI. INDEPENDENT CONTRACTOR

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

#### VII. COMPLIANCE WITH LAWS

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

#### VIII. PUBLIC RECORDS ACT

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



COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

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

#### IX. OWNERSHIP

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

#### X. INDEMNIFICATION/HOLD HARMLESS

**Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, reasonable attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) to the extent are caused by any omission, negligent act or error, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) arising out of, resulting from, or in connection with the negligent performance of this Agreement; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply where the claim, damage, loss or expense is caused by the negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability

benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Agreement, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

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

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

## XI. INSURANCE

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

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

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

## XII. SUBCONTRACTING

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

Subcontractors:

LeadtoResults  
Kelly Rupp  
PO Box 1130  
Ocean Park, WA 98640  
503-708-1623

## XIII. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The CONTRACTOR agrees to utilize to the maximum extent possible, minority- and women-owned businesses as subcontractors in conducting the services of this Agreement. The goals established for minority- and women-owned business participation for this project are as follows:

Minority-owned business participation 10%  
Women-owned business participation 6%

The CONTRACTOR will take the following steps in any solicitation or procurement of subcontractors under this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Ensure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The CONTRACTOR agrees to incorporate similar requirements in any solicitations, requests for bids, or agreement documents prepared for the services required under this Agreement.

## XIV. NON DISCRIMINATION IN SERVICES

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

#### XV. TERMINATION

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

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

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

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

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

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

#### XVI. WAIVER OF CONTRACTUAL RIGHT

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

#### XVII. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Agreement shall be filed in the Pacific County Superior Court.

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

and by virtue of this Agreement, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Agreement representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S agreement representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.

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

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only Superior Court in Pacific County, Washington.

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

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

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

#### XVIII. CHANGES TO WORK

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

#### XIX. SOLICITATION OF AGREEMENT

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

XX. OTHER REQUIREMENTS

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

XXI. ENTIRE AGREEMENT

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

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

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

The Watershed Company

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
VICE PRESIDENT  
Title

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

ATTEST:

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

## *Exhibit A*

### ***Task A: Facilitation***

The CONTRACTOR will assist the COUNTY with the formation of the Working Group.

The CONTRACTOR shall provide a schedule of Working Group meetings at the beginning of the process and shall maintain the schedule, to the extent feasible.

The CONTRACTOR shall provide meeting materials, including an agenda, minutes from the previous meeting, background information, sections or drafts of the Work Plan, and a set of questions or issues to provide structure and focus to the Working Group discussion.

The CONTRACTOR shall follow the protocols in Chapter 42.30 RCW, Open Public Meetings Act.

For each meeting, the CONTRACTOR will document the discussion and intent for topics covered, including questions, issues, or tasks. The meeting notes will be shared with the COUNTY and Work Group within one week of each meeting.

The CONTRACTOR will participate in bi-weekly conference calls, as needed, with the COUNTY to discuss progress and any outstanding issues.

The CONTRACTOR shall facilitate the Visioning Workshops, Open Houses, and Working Group meetings and subcommittee meetings, and provide handouts, maps, and graphics.

Budget: \$93,000

### ***Task B: Document Development***

#### ***B.1 Watershed Assessment***

The CONTRACTOR provide an inventory and analysis of where critical areas and agricultural lands intersect in the County and provide a map of those areas, after input from the Working Group. The map will be provided in an interactive Google Earth format for use during Working Group meetings.

In accordance with RCW 36.70A.720, the CONTRACTOR shall prepare a review and summary of applicable water quality, watershed management, farmland protection, and species recovery data and plans, as well as any existing programs or development regulations affecting agricultural activities in critical areas.

#### ***B.2 Work Plan Development***

The CONTRACTOR shall develop a Work Plan that meets the requirements in RCW 36.70A.720 and is based upon input from Work Group, technical advisors, and public comments.

The CONTRACTOR shall provide questions and outstanding issues to the Working Group to ensure key topics are addressed and necessary information is being collected.

The CONTRACTOR shall provide drafts of the Work Plan at least two (2) weeks prior to the meeting date.

One (1) Visioning workshop and one (1) Open House will be held, to collect public input. Handouts, maps, and graphics will be provided to support the workshops.

The budget includes:

- One (1) Visioning Workshop
- One (1) Open House
- Working Group presentations (3)
- Three (3) drafts of the work plan

Deliverables:

- Final Work Plan by May 2017

Budget: \$100,000



*Exhibit B*

*The COUNTY shall:*

- Maintain and update the VSP webpage(s) on the County's website in a timely manner
- Provide advertising costs, including publication of the public notices, meeting announcements as prepared by the Contractor
- Participate in the process as a stakeholder in the Working Group
- Attend conference calls with the CONTRACTOR to discuss progress and any outstanding issues.
- Provide a location for meetings with internet access and video-conferencing equipment, as needed
- Provide copies of meeting materials, if requested
- Oversee the formation of the workgroup, including selection and appointment of workgroup members



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

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

REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_


☐ Legal Required

#### DISTRIBUTION LIST:

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|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE: 	DATE: 6/8/2016
NARRATIVE OF REQUEST	
<p>The Department requests approval to contract with Pacific Conservation District to assist in the public outreach and development of the Work Plan.</p> <p>The agreement will be retroactive to May 1, 2016, and expires June 2017. The budget is \$20,000 and is funded through the Washington Conservation Commission.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Interagency Agreement with Pacific Conservation District to assist in the public outreach and development of the Work Plan pertaining to the Voluntary Stewardship Program, effective May 1, 2016 through June 30, 2017, in the amount of \$20,000, subject to adequate budget appropriations</p>	

Name of Contractor: Washington Conservation Commission

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
1613

Indicate type:

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

Contractor Type (check all that apply):

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

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

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

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

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

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): 20000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 143 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☒ No

Will supplemental be required? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

**INTERAGENCY AGREEMENT**  
**Between**  
**Pacific County**  
**and the**  
**Pacific Conservation District**

This agreement is by and between Pacific County, P.O. Box 68, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The County has contracted with the Washington Conservation Commission for the planning and development of a Voluntary Stewardship Program (VSP). The County would like to contract with the District to perform the following services described in Exhibit A.
2. **PAYMENT.** The County agrees to reimburse the District for eligible costs not to exceed \$20,000 to perform the services described in Exhibit A from the time period of May 1, 2016, through June 30, 2017. The payment requests shall be submitted monthly by the 10<sup>th</sup> and include all necessary documentation to support the payment request, including but not limited to: timesheets, composite rate sheets, mileage logs, documentation of outreach, etc. The County shall reimburse the District within two (2) weeks of a complete payment request submittal.  
  
The rate calculated by using the Washington State Conservation Commission VSP Billing Composite Rate shall be used when calculating hourly rates for personnel.
3. **TERM/TERMINATION.** This Agreement shall be retroactive to May 1, 2016, and shall terminate on June 30, 2017. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.
5. **ASSIGNMENT.** The District's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or delivered via United States Postal mail, certified with postage prepaid to the party representing the County and District at the following address:

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

The County: Faith Taylor-Eldred  
Pacific County  
Dept of Community Development  
P.O. Box 68  
South Bend, WA 98586

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

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written and/or oral agreements between the parties.
8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the District shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The District shall, to the maximum extent permissible by law, hold harmless and indemnify the County against any third-party claims for the release of records that the District did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

11. **OWNERSHIP.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the District or the District's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the District uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the District and is not "work made for hire" within the terms of this Agreement.
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **VENUE.** 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. INSURANCE.** Without limiting the District's indemnification of County, and prior to commencement of this Contract, the District 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 Count.

**General Liability Insurance.** The District 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.

**Professional Liability (Errors & Omissions) Insurance.** The District 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 the District agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**Workers' Compensation Insurance.** The District shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

**Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the District or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The District 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 District must name the Count as an additional insured. The District agrees that its liability insurance shall be primary and non-contributory to the County's and that the District's liability insurance policy shall so state.

**15. APPLICABLE LAW.** The laws of the State of Washington shall govern this Agreement. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
FRANK WOLFE, CHAIRMAN

\_\_\_\_\_  
LISA AYERS, COMMISSIONER

\_\_\_\_\_  
STEVE ROGERS, COMMISSIONER

ATTEST:

\_\_\_\_\_  
MARIE GUERNSEY  
CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

Mark Ashley  
CHAIR

06/01/16  
DATE

Exhibit A  
Scope of Work

- Assist the County with selection, creation, and education of the Working Group
- Assist County and TWC in developing and dispersing outreach materials
- Reach out to individual stakeholders through phone, email, and in-person communication to ensure public engagement in the VSP; coordinate and facilitate small regional stakeholder meetings as appropriate
- Provide technical guidance to Working Group: Two staff to attend each of 12 monthly Working Group meetings
- Perform technical review of documents and supporting materials
- Provide written content as needed to support Work Plan development

**Total Budget: \$20,000**



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:

6/14/2016

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

☐ 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 & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 5/23/2016
<b>NARRATIVE OF REQUEST:</b> Requesting approval and signature of inter-local agreement 5177 Diversion Program Services with Great Rivers BHO. This agreement provides funding for the Pacific County portion of the recently awarded Prosecutorial Diversion Grant that our county applied with GRBHO acting as fiscal agent. The funding in this agreement will be provided to pay for expenses related to the project incurred by the prosecutors office and jail staff training (GRBHO is also executing a contract with WBH for mental health therapist and case management). The goal of the prosecutorial diversion project is to divert low level misdemeanant offenders with a mental illness, out of jail and instead into assisted outpatient treatment. This is a demonstration grant awarded to GRBHO (on behalf of the county) from DSHS- Division of Behavioral Health & Recovery. 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 Great Rivers Inter-Local Agreement for 5177 Diversion Program Services and authorize Chair to sign	



# Great Rivers Inter-Local Agreement

## 5177 Diversion Program Services

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

<b>Pacific County</b> 7013 Sandridge Road Long Beach, WA 98631 Telephone: (360) 642-9349	Contract Start Date: <b>April 15, 2016</b> Contract End Date: <b>June 30, 2017</b> Budget Authority: <b>DSHS 5177 Funds</b> Contract Number: <b>20160151</b>
Program Contact: <b>Mary P. Goelz</b> Great Rivers Contact: <b>Marc Bollinger</b> DUNS Tax ID Number	

Pacific County hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

**FOR GREAT RIVERS BEHAVIORAL  
HEALTH ORGANIZATION:**

**FOR PACIFIC COUNTY:**

\_\_\_\_\_  
Edna J. Fund  
Great Rivers Governing Board Chair

\_\_\_\_\_  
Frank Wolfe, Chair  
Board of County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

REQUESTED MEETING DATE:

JUNE 14, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

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

DATE: JUNE 7, 2016

### NARRATIVE OF REQUEST

The Fair requests the Boards' approval and signature of the 2016 Pacific County Fair Contract and Agreement Between Paradise Amusements and Pacific County. This Contract will replace prior Contract, due to the addition of times and wristband information. All other items remain the same.

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

Approve the 2016 Pacific County Fair Agreement with Paradise Amusements to provide a carnival at the 2016 county fair and rescind motion of March 8, 2016 regarding the same, subject to adequate budget appropriations and receipt of proof of insurance

**2016 PACIFIC COUNTY FAIR CONTRACT AND AGREEMENT  
BETWEEN PARADISE AMUSEMENTS AND PACIFIC COUNTY**

This Contract and Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Pacific County hereinafter referred to as the "COUNTY" and Paradise Amusements, LLC, hereinafter referred to as "PARADISE."

The COUNTY, in consideration for a percentage of PARADISE's net profits hereinafter set forth, agrees to allow PARADISE to operate amusement rides, games and concessions at the 2016 Pacific County Fair.

**THE COUNTY AGREES TO:**

1. Permit PARADISE to occupy the Pacific County Fairgrounds Midway August 24 – 27, 2016, inclusively. The Midway is defined as that field that has traditionally served as the Fair's Midway. This Midway will be clear of debris and any obstructions or obstacles that may prevent PARADISE concessions from being properly and safely operated, assembled and disassembled.
2. Permit PARADISE to be the exclusive provider of amusement rides as defined in RCW 67.42.010(2), amusement games as defined in RCW 9.46.201, and cotton candy, caramel apples and corn dogs.
3. Provide reasonable access to the midway before these dates for PARADISE to set up, and after these dates for Paradise to remove their equipment and clean the grounds.
4. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of PARADISE arising from fire, theft, water, storm, flood, or earthquake, or any liability for accidents to persons or property caused under or by virtue of the operations of PARADISE under this Contract and Agreement.
5. Provide adequate potable water for PARADISE within 100 feet of the location of PARADISE's attractions, and portable toilets and trash containers available upon arrival of PARADISE.
6. Provide free gate admission for all employees, their traveling families and vehicles necessary for the transport and operation of PARADISE.
7. Provide adequate security during the fair as determined by the Pacific County Sheriff or his designee.



PARADISE AGREES TO:

8. Obey all Federal and State laws and regulations, including but not limited to RCW 67.42, 296-403A WAC, RCW 9.46, RCW 69.06, 246-215 WAC, 246-217 WAC and shall reasonably monitor the behavior of employees and subcontractors for legal compliance.
9. Have no employees working at the Fair who are required to register under RCW 9A.44.130.
10. Submit a list of employees working for PARADISE to the COUNTY by August 1, 2016. COUNTY will conduct a Washington State Criminal Background check for the list of employees submitted by PARADISE. Any PARADISE employee with a history of sex related crimes, drug dealing, or violent crimes will not be allowed to work at the Pacific County Fair. Any employees hired after August 1, 2016 must pass a Washington State Criminal Background check before employment may commence with PARADISE.
11. Provide sufficient rides, at PARADISE's sole discretion, that fill the Midway.
12. Keep the Midway reasonably clear of debris and garbage during the contract period.
13. Leave the Midway in the state of cleanliness in which it was found.
14. Obtain the COUNTY'S written permission before assigning any right or privilege under this agreement.
15. Carry and maintain throughout the period of this Contract and Agreement comprehensive general liability insurance in the amount of \$5,000,000. Certificates demonstrating insurance coverage shall be furnished to the COUNTY prior to operation of the carnival under the executed Agreement. PARADISE shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. All insurance required by this paragraph must be primary and non-contributory. Pacific County shall be named an additional insured.
16. Assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for PARADISE and any employees of PARADISE.
17. Indemnify COUNTY and all directors against all liability or loss sustained in connection with PARADISE's performance of this Contract and Agreement including any and all negligence and tortious conduct, and violations of any law, code or regulation.

18. Participate and assist with advance sale and onsite promotions including, but not limited to the Special Wristband Day(s) Promotion. During the Wristband Promotion, wristbands shall be sold for \$20 each in advance and \$30 onsite, entitling the wearer to unlimited rides on PARADISE's amusement rides on that day alone for the specific time session redeemed for. All advance sales will be paid for in cash NO CHECKS will be accepted for payment. Sessions offered will be 12pm to 4pm or 4pm to 9pm on Thursday August 25<sup>th</sup> 2016 only. Patrons that purchase the first session of the wristband will be allowed to exchange their wristband from the 12pm-4pm session along with \$10.00 and continue to ride for the 2<sup>nd</sup> session from 4pm to 9pm.

THE COUNTY AND PARADISE AGREE THAT:

19. PARADISE is an independent contractor and is solely responsible for the work performed under this Contract and Agreement. PARADISE shall have exclusive control of the operations of all shows, riding devices, and concessions; the feature and character of which shall be satisfactory to COUNTY.
20. The COUNTY shall not allow any other amusement ride or amusement game (as previously defined) to operate at the Pacific County Fairgrounds within 60 days prior nor 30 days following the Fair.
21. If PARADISE is prevented from exhibiting or operating any of its shows or attractions OR if COUNTY is prevented from operating the Fair by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of PARADISE or COUNTY is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.
22. If any paragraph or sentence of this Contract and Agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.
23. Parties agree that this Contract and Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.

24. At the completion of the contracted year 2016, there may be a two (2) year extension period to this agreement, at which time any changes to this agreement must be exercised and executed through writing by the PARTIES. In the event that PARADISE or COUNTY fail to appear or perform within reasonable expectation for this contracted event, both parties reserve the right to cancel this Contract and Agreement. This cancellation must be invoked in writing, with valid explanation of the nonperformance, within 30 days after the conclusion of the Fair each year, and may be exercised by either party. Notice shall be accomplished by certified USPS mail with return receipt.

**Hours of Operation this year for the PACIFIC COUNTY FAIR are as followed:**

August 24<sup>th</sup> 2016 (Wednesday) carnival will open at 5pm

August 25<sup>th</sup> 2016 (Thursday) carnival will open at Noon

August 26<sup>th</sup> 2016 (Friday) carnival will open at 1pm

August 27<sup>th</sup> 2016 (Saturday) carnival will open at Noon

Closing times will vary based on the crowds Thursday is guaranteed to not close before 9pm due to the special wristband promotion day.

PARADISE agrees to work with PACIFIC COUNTY FAIR to entice fair patrons to attend the fair Wednesday night by offering a special ticket day. We will offer 60 tickets for \$40.00 and \$1.00 off the purchase of a jumbo bag of cotton candy ONLY AVAILABLE FOR PURCHASE ON WEDNESDAY AUGUST 24<sup>TH</sup> 2016, tickets purchased are valid any day of the PACIFIC COUNTY FAIR.

PACIFIC COUNTY FAIR agrees to provide PARADISE the first five RV spaces closest to the barn for housing of PARADISE employees. This is the same area allotted to the carnival last year.

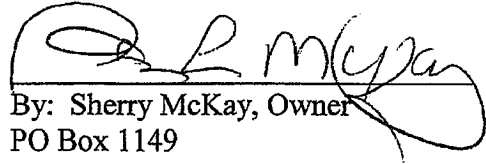
**PAYMENT**

25. PARADISE agrees to pay FAIR 20% from the sale of ride admission tickets AFTER deducting any government and/or state tax required by Federal and State Laws, if any, plus 5.5% liability insurance and 5.5% fuel surcharge. PARADISE also agrees to pay COUNTY \$20 for each game and food concession operated for the duration of the Fair. PARADISE agrees to provide COUNTY with an accounting of their receipts and taxes paid on the receipts with payment.



PARADISE AMUSEMENTS, INC

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS



By: Sherry McKay, Owner  
PO Box 1149  
Coeur d'Alene, ID 83816  
(208) 660-6829

\_\_\_\_\_  
Steve Rogers, Chairman

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

\_\_\_\_\_  
Franke Wolfe, Commissioner

ATTEST:

\_\_\_\_\_  
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:

06/14/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 5/24/2016

#### NARRATIVE OF REQUEST

Request approval of Memorandum of Understanding with Washington Service Corps for placement of an AmeriCorps Individual Placement Service Member. Also request the chair sign the Memorandum.

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

Approval of Memorandum of Understanding with WA Service Corps for placement of AmeriCorps Individual Placement Service Member and authorize Chair to sign

WSC ONLY:  
 Contract #: \_\_\_\_\_  
 (As assigned by ESD)



**Individual Placement Projects  
 CFDA 94.006  
 Program Year September 1, 2016 – August 31, 2017**

**MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding (MOU) is to establish the compliance expectations of the Employment Security Department's Washington Service Corps (hereinafter referred to as WSC) Individual Placement Program. These expectations are designed to establish effective coordination between sponsoring organizations and the WSC, to ensure that the objectives of the WSC, Serve Washington, and the Corporation for National and Community Service are met, to ensure grant outcomes for services to beneficiaries are met and to ensure a positive service experience for the AmeriCorps member(s).

**Sponsoring Organization Information:**

<b>Sponsoring Organization:</b>	Pacific County		
<b>Organization Website URL:</b>	co.pacific.wa.us		
<b>Project Title(s):</b>	PCEMA Public Education Coordinator		
<b>Federal Employer Identification Number (EIN#):</b>	91-6001356		
<b>Legal Applicant Name*</b> (see note):	Frank Wolfe		
<b>Legal Applicant Title:</b>	Chair, Board of Pacific County Commissioners		
<b>Mailing Address:</b>			
PO Box 27	South Bend	WA	98586
Street or PO Box	City	State	Zip Code
<b>Telephone Number:</b>	360-875-9334		
<b>Email Address:</b>	fwolfe@co.pacific.wa.us; mguernsey@co.pacific.wa.us		
<b>Number of AmeriCorps positions awarded:</b>	1		
<b>Member Placement Fee Total (\$6,900 x number of positions awarded) =</b>	6,900		

\* The **Legal Applicant** must be an individual who has the recognized authority to commit the organization to a binding contract.

### **Funding Contingency**

In the event funding for the WSC is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the WSC may terminate or modify this MOU with 30 days written notification to the sponsoring organization.

### **Responsibilities of the Sponsoring Organization**

#### **Section I – Financial Responsibility**

1. Submit \$6,900 member placement fee per member on or before September 30, 2016. An invoice with payment instructions will be sent by WSC to sponsoring organizations on or about September 1, 2016. Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site and termination of this contract by WSC.
2. Member placement fee will not be refunded or pro-rated for any member who terminates service early. However, if a member terminates prior to serving 15% (255 hours) of their full-time 10.5 month, 1700 hour service term, there MAY be an opportunity to refill the position in January.
3. Submit to WSC proof of current valid Commercial General Liability Insurance with minimum of \$1,000,000 per occurrence with the Washington State Employment Security Department endorsed to the policy as an additional insured with limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage expires prior to end of member's service term, submit proof of continuous coverage to WSC. If sponsoring organization is a federal or state agency, provide documentation showing that status. If sponsoring organization is a school district, local government, or other agency participating in a "risk pool" or self-insured program, provide documentation of that status and coverage. The WSC AmeriCorps member(s) will be covered, as certified in Exhibit A 2016 Terms and Conditions for AmeriCorps State and National Grants.
4. Provide transportation or mileage reimbursement to WSC AmeriCorps member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
5. Provide lodging and meals to WSC AmeriCorps member(s), not to exceed State rates when overnight travel is necessary to perform required service or training away from the service site.
6. Provide transportation or mileage reimbursement according to State rates to WSC AmeriCorps member(s) as they attend the required SERVES Training Institute scheduled for October 17-19, 2016 in Yakima. The WSC covers the cost of provided meals and lodging expenses for the members at this event.
7. Pay for any member costs associated with Washington State WATCH criminal history checks.
8. Complete FBI checks on members through CNCS-designated channeler, Fieldprint, who will bill WSC for this check. Reimburse WSC for cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint. Reimburse WSC for any FBI checks beyond the one for each enrolled position; including, but not limited to, applicants who back out after fingerprinting, applicants who do not follow instructions and must re-do the FBI check, and applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
9. Pay all costs for required National Service Criminal History Checks of primary site supervisors and backup site supervisors. This includes the full cost of the WATCH check, FBI check through Fieldprint, and out-of-state check (if applicable).
10. Member costs that are deemed disallowed through monitoring or audit review(s) will be the responsibility of the sponsoring organization.

11. Sponsoring organization is only permitted to subcontract member placement with prior permission of WSC. Sponsoring organization must have a written contractual agreement in place with the subcontracting agency and must submit a copy of this agreement to WSC.

## **Section II - Risk Management and Compliance**

1. Comply with the Grant Program Civil Rights and Non-Harassment Policy (Exhibit B), Assurances and Certifications (Exhibit C), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Comply with all WSC Policies and Procedures, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
  - POL-105 – Providing Adequate Supervision of Members
  - POL-110 – Completing National Service Criminal History Checks on Members
  - POL-111 – Completing National Service Criminal History Checks on Supervisors
  - POL-120 – Managing Member Hours
  - POL-121 – Ensuring Service Activities are Allowable
  - POL-122 – Managing Alternative Service
  - POL-123 – Managing Member Leave
  - POL-124 – Participation in SERVES Institute or WRC Institute
  - POL-130 – Managing Member Conduct
  - POL-131 – Managing Member Appearance and Use of Service Gear
  - POL-132 – Managing Member Grievance
  - POL-150 – Managing Member Transfers
  - POL-160 – Managing Member Deployment for Disaster Response
3. Establish safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants.
4. Ensure your organization has current Drug-Free Work Place and Non-Discrimination Policies.
5. If applicable, any sponsor organization that places members in sub-site service locations must ensure that it has a signed Memorandum of Understanding with all member sub-placement service sites; MOUs for sub-site placements must reflect the components of the sponsoring organization's MOU with WSC to include Exhibits A, B and C. Copies of the MOU(s) must be provided to WSC prior to July 1, 2016. MOU(s) must reference the dollar amount the sponsoring organization charges for its member placement fee.
6. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description. Ensure any changes to duties are updated on the member position description form and immediately sent to WSC. Administrative and/or janitorial duties that are directly related to and are necessary to reach the member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
7. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
8. Ensure accuracy of member's service. Accurate records should include hours served as service hours, training hours, and fundraising hours. No hours can be granted for service out of state (disaster deployment may be only consideration). Member training out-of-state can only occur with prior WSC approval.
9. Ensure that members do not participate in out-of-country trainings.
10. Ensure that members do not participate in any activities which are not allowable under CNCS regulations and guidance.
11. Monitor AmeriCorps member(s) service hours to ensure that the member is serving an average of at least 40 hours a week for 10.5 months and is on track to complete the required 1,700 service hours. Monitor timesheets to ensure members do not exceed the percentage of time allowed in training (20%) and fundraising (10%).

12. Communicate to members that they must be available to serve the hours needed by the project including any weekend and evening service activities.
13. Primary Site Supervisor will approve all member electronic timesheets through the WSC vendor no later than 5 business days after the end of each semi-monthly payroll period.
14. Ensure AmeriCorps member(s) wear AmeriCorps gear **daily** and other possible identifiers while serving.
15. Ensure service site has the WSC and AmeriCorps\*State logos visibly posted as follows:
  - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
  - At the entrances to the building where member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
16. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a WSC AmeriCorps member is serving in, the sponsoring organization and any member service placement site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "(organization name) as part of the Washington Service Corps, the AmeriCorps members.....".
17. Require and retain member's proof of valid driver's license and current proof of vehicle insurance, if the member is reimbursed for use of a personal vehicle in the performance of their service duties.
18. Participate in the following types of monitoring/audits from state WSC program partners:
  - a. Desk review of program documents by WSC Program Coordinator or an authorized representative.
  - b. On-site monitoring/audit process by WSC Program Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials.
  - c. Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
19. Host scheduled programmatic visits as requested by WSC Program Coordinator.
20. In the event of any change to the information regarding the Legal Applicant, notify the WSC Program Coordinator within ten (10) working days.
21. Ensure that member eligibility verification is met.
22. Ensure that AmeriCorps members do not accept or solicit monetary or other service site compensation from your organization above or in addition to their WSC stipend or living allowance while serving as a member of the WSC.

### **Section III - Prohibited AmeriCorps Member Activities**

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

#### CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match/member placement fee requirements, or to pay the program's general operating expenses. Additionally members cannot write or support preparation of a grant from CNCS or any other federal agency ; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logo must not be worn while doing so.

Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the site.

**Section IV - Recruitment and Enrollment of AmeriCorps Member(s)**

1. Conduct AmeriCorps member(s) recruitment, interviews, and selection.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC Supervisor's Guide to National Service Criminal History Checks, and WSC policies POL-110 & POL-111. Prior to submitting enrollment paperwork to WSC, AmeriCorps members must pass National Service Criminal History Checks and cannot be listed on the National Sex Offender Registry. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit completed AmeriCorps member enrollment packet, to include all completed items on the checklist, to WSC by the required WSC deadline.

**Section V - Support and Supervision of AmeriCorps Member(s)**

1. Identify staff persons from the organization to be the Primary Site Supervisor and Backup Site Supervisor for the WSC AmeriCorps member(s) on site. The Primary Site Supervisor should also be the key contact for WSC.
2. Complete the National Service Criminal History Checks for Primary Site Supervisors and Backup Site Supervisors, according to WSC policy # POL-111. Submit results to WSC no later than July 1, 2016.
3. Comply with other criminal history check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
4. In the event of a change in supervisor, ensure the individual's National Service Criminal History Checks have been completed and cleared by WSC **PRIOR** to working as a supervisor of the WSC AmeriCorps member. Notify WSC Program Coordinator and submit a signed Change of Supervisor form (FRM-105A) for the member within two (2) business days of the change.
5. Orient any new supervisors to their AmeriCorps duties and ensure they review this MOU, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website.
6. Update WSC AmeriCorps member position descriptions as necessary and submit signed originals to the WSC for approval. Changes in WSC AmeriCorps member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the sponsoring organization.
7. Ensure AmeriCorps member's Primary Site Supervisor or Backup Site Supervisor attend one of the WSC orientations scheduled in the summer of 2016 and that they participate in webinars and other trainings as offered by WSC throughout the program year. Advance information will be provided.
8. Orient AmeriCorps member(s) to AmeriCorps; WSC; the sponsoring organization; the service site; the community demographics and client base; and the service they will provide. Ensure members are made aware of and understand the prohibited activities; as well as WSC policies and sponsor organization and service site policies and procedures.
9. Ensure member(s) are aware of safety measures and procedures of the service site and sponsoring organization.
10. Provide member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Memorandum of Understanding and Exhibits, Performance Plan, etc.
11. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
12. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions.
13. Provide appropriate tools and equipment for the AmeriCorps member(s) to perform service and to communicate with WSC. Tools and equipment will include, but are not limited to work space, computer with internet and agency e-mail, and phone access.
14. Recognize and support distinct roles and responsibilities of the AmeriCorps member(s) as outlined in the member's position description.
15. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and WSC training.
16. Ensure AmeriCorps member(s) participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, AmeriCorps Week, National Preparedness Day, and other days that may be designated by WSC as national days of service or special initiatives.
17. Communicate immediately with WSC Program Coordinator regarding AmeriCorps member(s) performance issues or other program concerns.



18. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution. Be prepared to forward documentation to WSC as requested and to ensure proper documentation for member file.
19. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement and WSC policy POL-130. Work with the WSC Program Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to members should disciplinary issues emerge. Please also refer to Section XI: Order of Precedence as contained within this MOU.
20. If the sponsoring organization fails to follow required WSC member progressive discipline and subsequently terminates the member from service, and the member's grievance hearing grants the former member a pro-rated education award, it will lead to the sponsoring organization re-paying the WSC that pro-rated education award amount.
21. Obtain WSC approval prior to taking action to remove or transfer a WSC AmeriCorps member.
22. Use retention strategies to ensure member(s) successfully completes his/her full term of service both total hours and full 10.5 month term.
23. If a sponsoring organization or one of its sub-grantees or member service sites hires a WSC member as an employee before the completion of that member's agreed-upon term of service, the WSC may elect not to place another member with that organization or the sponsoring organization in the future.
24. If a member indicates the intent to leave his or her service early, troubleshoot reasons for exit with member and WSC coordinator in efforts to retain member. If member still decides to terminate, then complete **all WSC-required exit documentation**, per the checklist on WSC website, prior to the member leaving service.

#### **Section VI - Performance Measures and Reporting**

1. Collaborate with WSC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description and the Request for Application. Any adjustments or revisions need prior approval of WSC Program Coordinator.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with WSC. **Example** of quantifiable outcomes: 2,500 individuals will participate in a health education program; the health education program will administer a pre and post survey per WSC performance measure instructions on all of its participants in order to assess an increase in knowledge of healthy behaviors; 70% or 1,750 of those who complete the health education program will report an increase in knowledge of healthy behaviors as demonstrated through the pre and post surveys.
3. Implement data tracking tools, as agreed-upon by WSC Program Coordinator, to use for collecting data on the performance objectives negotiated following award notification.
4. Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, must be completed following award notification and negotiation and submitted by required deadline. WSC will confirm approval and acceptance of the plan.
5. The Performance Measure plan, Data Collection Strategy document and the AmeriCorps member's position description must be in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Upload project site aggregate participant rollup report into the America Learns reporting system and ensure all performance documentation be maintained at the project site for a period of six years after the end of the program year and be available for review upon request by WSC, Serve Washington, and/or the Corporation for National and Community Service.
7. Comply with other records retention requirements that may be developed and required throughout the program year.

8. Submit quarterly progress reports, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the AmeriCorps member's position description.
9. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training. Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers, and effective volunteer management strategies. These volunteer records must be retained for six years after the end of the program year.
10. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (January 31 and May 31) using forms provided on the Washington Service Corps' website.
11. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
12. Notify WSC of impending visits by stakeholders such as representatives of the Legislature or Congress.
13. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
14. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
15. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.

#### **Section VII - Career Development/Training**

1. Provide adequate training to AmeriCorps member(s) to ensure member(s) is prepared for the roles and responsibilities of the project.
2. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position. No more than 20% of AmeriCorps members' total service hours may be spent in training. Training received by AmeriCorps member(s) during orientation do not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the member to the WSC Program Coordinator at least two weeks in advance of the training.
4. Support AmeriCorps member(s) in attending WSC training and career development opportunities. Release AmeriCorps member(s) to attend mandatory training events, service projects, and other WSC events including WSC sponsored overnight SERVES Training Institute to be held October 17-19, 2016 in Yakima, Washington. Many of the core competencies are offered at SERVES; however, they may not all be available or session timing may not make it possible for all members to attend all available sessions. Sponsor organizations and/or service sites are responsible for ensuring members meet all core training requirements.
5. Ensure members report completed training as requested by WSC into the America Learns tracking system.
6. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with WSC Policy POL-160. Out-of-state deployments must meet specific CNCS criteria, and require approval of WSC.

#### **Section VIII - Sustainability**

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service to its clients or participants through the project where the AmeriCorps member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

**Section IX – Use and Disclosure of Information**

The sponsoring organization shall use any private and confidential information provided under this MOU solely for the purpose for which the information was disclosed. The sponsoring organization shall not misuse any private and confidential information under this MOU. The sponsoring organization shall not disclose any private or confidential information unless the disclosure is required by law. The misuse or unauthorized release of private and confidential information shall subject sponsoring organization, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

**Section X – Other Responsibilities****Responsibilities of Washington Service Corps**

1. Provide program orientation for all AmeriCorps members and supervisors.
2. Provide on-going technical support to AmeriCorps members and supervisors by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct desk reviews and on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
6. Process AmeriCorps member stipend for payment on the 5<sup>th</sup> and the 20<sup>th</sup> of each month.
7. Provide State Industrial Insurance coverage for the AmeriCorps member(s).
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide sponsoring organizations with WSC and AmeriCorps logo posters to post in a prominent location.
10. Provide AmeriCorps member(s) with basic AmeriCorps gear.
11. Provide AmeriCorps member(s) training and development opportunities for Individual Placement members at the SERVES Training Institute. Cover the cost of meals and lodging expenses required for attendance at SERVES.

**Responsibilities of AmeriCorps Member**

Comply with the AmeriCorps Member Service Agreement.

**Section XI – Special Terms and Conditions**

The federal funding source, Corporation for National and Community Service, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

1. Exhibit A (Attached) 2016 Terms and Conditions for AmeriCorps State and National Grants
2. Exhibit B (Attached) 2016 AmeriCorps General Terms and Conditions
3. Exhibit C (Attached) Assurances and Certifications

### Order of Precedence

In the event of an inconsistency in this MOU, unless otherwise provided herein the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
  - B. Those Terms and Conditions as contained in this basic contract instrument;
  - C. Exhibit A;
  - D. Exhibit B;
  - E. Exhibit C;
  - F. Sponsoring Organization's Policies and Procedures.
1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
  2. The WSC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
    - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
    - b. Ensure that the subcontractor follows the WSC reporting formats and procedures as specified by the WSC.

**This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the sponsoring organization and the Washington Service Corps AmeriCorps program. By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Memorandum of Understanding, and in addition, confirms they have reviewed and accepted the terms outlined in the Exhibit A (Attached) 2016 Terms and Conditions for AmeriCorps State and National Grants; Exhibit B (Attached) 2016 AmeriCorps General Terms and Conditions; and Exhibit C (Attached) Assurances and Certifications.**

### Legal Applicant – Sponsoring Organization Representative:

(Person that has signatory authority for organization)

Name: Frank Wolfe

Title: Chair, Board of Pacific County Commissioners

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

### Employment Security Department:

Name: Debbie Aoki

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ 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:

6/14/2016

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

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett

PHONE / EXT: 2293

SIGNATURE: *Denise L Rowlett*

DATE: 6/8/2016

#### NARRATIVE OF REQUEST

Request the BOCC approve and confirm the Sheriff's signature on the grant writing agreement with PoliceGrantsHelp c/o Praetorian Digital. This expense was not included in the FY2016 approved budget and a supplement may be needed.

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

Confirm Sheriff's signature on Grant Writing Agreement with PoliceGrantsHelp & PoliceOne in the amount of \$3,375, subject to adequate budget appropriations

Name of Contractor: PoliceGrantsHelp c/o Praetorian Digital

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

TOTAL COST/AMOUNT (include sales & use tax): \$3,375.00

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 001 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☐ Yes ☒ No

SUPPLEMENTAL REQUIRED? ☒ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:



## Grant Writing Agreement

PoliceGrantsHelp & PoliceOne  
c/o Praetorian Digital  
200 Green Street Suite 200  
San Francisco, CA 94111  
Tel: (866) 463-7792 /Fax: (415) 962-8331  
Email: [expert@policegrantshelp.com](mailto:expert@policegrantshelp.com)

Date: May 24, 2016

Account Manager: Carrie Schneider

### Client Information:

Dept/Agency: Pacific County Sheriff's Office  
Address: PO BOX 27 / 300 Memorial Dr  
City: South Bend  
ST: WA  
Zip: 98586

Contact Name: Chief Deputy Denise Rowlett  
Dept Phone: 360-875-3995  
Alt Phone: N/A  
Fax: 360-875-9393  
Email: [drowlett@co.pacific.wa.us](mailto:drowlett@co.pacific.wa.us)

### Billing Instructions:

Check One:

Invoice ☒ Credit Card\* ☐

\*A credit card authorization form will be sent upon receipt of signed agreement

Services Purchased:    ☒ PoliceGrantsHelp    ☐ FireGrantsHelp    ☐ EMSGrantsHelp

	Grant Due Date	Total Net Price
Grant Writing Services (please check one)		
<input type="radio"/> COPS Hiring review services	6/19/16	\$500
<input type="radio"/> Hiring Narratives + Application review	6/19/16	\$1,875
<input checked="" type="radio"/> Complete Application + Narratives	6/19/16	\$3,375

### Terms and Conditions

**Contract Delivery:** Dept. and/or Agency takes full responsibility for submitting required information on time. Dept. and/or Agency is responsible for submitting final grant application by the grant deadline. Failure to submit requested materials to write the grant or failure to submit grant application on time will result in rollover of project to next grant application cycle. Requests for contract cancellation will result in a 50% fee of the total value of the contract.

**Billing:** Invoice for grant writing agreement will be sent as soon as work is started for target grant. Complete payment must be received no later than 30 days after receipt of invoice.

**Collections:** Client agrees to pay for all costs of collection, including but not limited to, reasonable attorney fees and other fees made necessary by nonpayment. Praetorian Group reserves the right to suspend all services until payment is received in full and may terminate this agreement at their discretion if Department and/or Agency fail to comply with the terms of this agreement. Accounts over 28 days past due shall be charged a twenty-five dollar (\$25.00) late fee.

**Materials:** Must be received 5 days prior to the grant application close date.

Signature: \_\_\_\_\_

*Scott L. Johnson*  
Scott L. Johnson (May 26, 2016)

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

Email: [sjohnson@co.pacific.wa.us](mailto:sjohnson@co.pacific.wa.us)







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

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

REQUESTED MEETING DATE:

06/14/16

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: June 7, 2016
NARRATIVE OF REQUEST  Please consider adopting the fiscal year 2017 budget calendar.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Adopt Resolution 2016-019 in the amatter of establishing the budget calendar for fiscal year 2017	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

**IN THE MATTER OF THE PACIFIC COUNTY  
BUDGET CALENDAR FOR FISCAL YEAR 2017**

**WHEREAS**, the Board of Pacific County Commissioners has determined that the interests of the county and its officials, elective and appointive, in charge of an office, department, service, or institution of the county can best be served by establishing an alternative budget hearing process and dates as allowed in RCW 36.40.071; and

**IT IS HEREBY RESOLVED** that the calendar to process the Pacific County budget for fiscal year 2017 (fy2017) shall be as follows:

1. **FILING ESTIMATES**: To satisfy RCW 36.40.010 the county auditor shall, by Monday, July 11, 2016, notify each county official, elective or appointive, in charge of an office, department, service, or institution of the county, to file with her on or before Monday, August 8, 2016, their detailed and itemized estimates for fy2017, both of the probable revenues from sources other than taxation, and of all expenditures required by their office, department, service, or institution.
2. **PRELIMINARY BUDGET**: The county auditor, with assistance from her staff and/or the staff of the Department of General Administration, shall compile/submit the preliminary fy2017 budget to the Board of County Commissioners by Tuesday, September 6, 2016, in accordance with RCW 36.40.040-.050.

The Board will then schedule and conduct open public work sessions to consider the preliminary fy2017 budget in detail. The various county officials will be invited to the work session(s) that their respective office(s), department(s), service(s), or institution(s) estimates are to be reviewed to comment and/or answer any questions related to their estimates.

3. **COMPREHENSIVE TRANSPORTATION PROGRAM**: The county engineer shall file a comprehensive six-year (2017-2022) transportation program proposal with the Board of County Commissioners by Tuesday, September 6, 2016. It shall include consideration of and, wherever reasonably practical, provisions for bicycle paths, lanes, routes and roadways and a recommended plan for laying out, constructing, maintaining and specially maintaining county roads which shall conform as nearly as practicable to the six-year transportation program.

In accordance with RCW 36.81.121, the Board will conduct a public hearing Tuesday, November 22, 2016, upon the proposed six-year transportation program. Following the hearing, the Board will prepare and adopt the Six-Year Transportation Improvement Program for Pacific County, a copy of which shall be forwarded to the Secretary of Transportation.

In accordance with RCW 36.81.130, revisions and changes may be made until the Pacific County 2017 Road Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2017 Pacific County Road Fund budget.

4. **FCZ DISTRICT No. 1 CAPITAL IMPROVEMENTS PLANS:** The county engineer shall file proposals for the 2017-2022 (annual/six-year) capital improvements plans for Pacific County Flood Control Zone District No. 1 with its Board of Supervisors by Tuesday, September 6, 2016. In accordance with RCW 86.15.120, the Board of Supervisors will conduct a public hearing upon the proposal(s) Tuesday, November 22, 2016.

Revisions and changes may be made until the 2017-2022 Pacific County Flood Control Zone District No. 1 Capital Improvements Plan is agreeable to a majority of the supervisors and adopted – said adoption to occur before adopting the final fy2017 Pacific County Flood Control Zone District No.1 Fund budget.

5. **PARKS/RECREATION CAPITAL IMPROVEMENTS PLAN:** The Department of Public Works shall file a six-year (2017-2022) proposal for parks and recreation capital improvements with the Board of County Commissioners by Tuesday, September 6, 2016. The Board will conduct a public hearing upon the proposal Tuesday, November 22, 2016.

Revisions and changes may be made until the 2017-2022 Pacific County Parks and Recreation Capital Improvements Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2017 Pacific County current expense fund budget.

6. **BUDGET HEARING:** The Board of County Commissioners will meet Tuesday, November 22, 2016 to conduct a public hearing in accordance with RCW 36.40.060 and .070 for the purpose of fixing the final fy2017 Pacific County budget and making tax levies, including consideration of possible increases in property tax revenues for county general purposes and county road purposes. If needed, the public hearing may be continued from day-to-day until concluded but not to exceed a total of five days. The clerk of the board shall provide proper notice of the hearing and a sufficient number of copies of the detailed and comparative preliminary budget to meet reasonable demands.

Any taxpayer may appear at this hearing and be heard for or against any part of the budget and/or possible property tax increases. Additionally, the various county officials shall be available at the time the estimates for their respective offices, departments, services, or institutions are under consideration to be called in and appear before such hearing by the Board at the request of any taxpayer and may be questioned concerning such estimates by the commissioners or any taxpayer present.

7. **FINAL BUDGET:** Upon conclusion of the budget hearing and in accordance with RCW 36.40.080, the Board of County Commissioners shall fix and determine each item of the budget separately and shall by resolution adopt the final fy2017 Pacific County budget as so determined and enter the same in the Board's official minutes, copies of which budget will be forwarded to the State Auditor's Office - Division of Municipal Corporations, the State Treasurer, the County Road Administration Board, and the Washington State Association of Counties.
8. **PUBLICATION:** Preparation of the budget document will begin immediately after adoption and publication will occur in early 2017.

**BE IT FURTHER RESOLVED** that all resolutions regarding budget adoption dates or resolutions held in conflict with this resolution, are hereby repealed and this resolution shall be in effect upon its adoption by this Board.

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

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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

**Pacific County Fiscal Year 2017 Budget Calendar: Timeline**

- Monday, July 11, 2016* County Auditor to notify County Officials to file estimates of probable non-taxation revenues and required expenditures during/for fy2017 (RCW 36.40.010).
- Monday, August 8, 2016* Deadline for County Officials to file estimates with County Auditor without penalty (RCW 36.40.010).
- Tuesday, September 6, 2016* County Auditor to submit "draft" preliminary fy2017 budget (RCW 36.40.040 and .050).  
County Engineer/DPW to file:
- Six-Year (2017-2022) Transportation Improvement Program,
  - 2017 Annual Road Plan,
  - 2017-2022 Flood Control Zone District (FCZD) #1 Capital Improvement Plan, and
  - 2017-2022 Parks & Recreation Capital Improvement Plan.
- September 7, 2016* BoCC to meet with County Officials to review their "draft" fy2017 budget estimates;  
*thru November 21, 2016* BoCC to make needed revisions and/or additions.
- September 14, 2016* Advertise hearing of anticipated October 3, 2016 filing of "draft" fy2017 Preliminary  
*September 21, 2016* Budget (RCW 36.40.060).  
*September 28, 2016*
- Monday, October 3, 2016* Hearing held to file "draft" fy2017 Preliminary Budget for public review (RCW 36.40.060, .070, and .071).
- November 2, 2016* Advertise the preliminary budget filed on October 3, 2016 and the final budget  
*November 9, 2016* hearing schedule (RCW 36.40.070 and .071).  
*November 16, 2016*
- Tuesday, November 22, 2016* BoCC to conduct public hearing(s) (RCW 36.81.121) upon:
- 2017-2022 Transportation Improvement Program;
  - 2017-2022 Parks & Recreation Capital Improvements Plan;
  - Increased property tax revenues for county general purposes and road purposes.
- FCZD #1 Board of Supervisors to conduct public hearing upon 2017-2022 Capital Improvements Plan for FCZD #1 (RCW 86.15.120).
- Tuesday, November 22, 2016* BoCC to conduct a public hearing upon the property taxes being certified/requested by all cities and (taxing) districts for collection during 2017 {NOTE: BoCC must certify to the County Assessor on or before November 30th} (RCW 84.52.070).
- Wednesday, November 30, 2016* Cities and (taxing) districts to make and file certified budgets or estimates of the amounts to be raised by property taxation with the Clerk of the BoCC (RCW 84.52.020 and .025).
- November 22, 2016* BoCC to conduct final public hearing(s) in accordance with (RCW 36.40.070 and .071):  
*thru December 31, 2016*
- Final fy2017 Pacific County Budget
  - BoCC to determine and fix each item separately and adopt the fy2017 Pacific County Budget by resolution after finally adopting the 2017-2022 Transportation Improvement Program, 2017-2022 Parks & Recreation Capital Improvements Plan, and 2017-2022 Capital Improvements Plan for FCZD #1.



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

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

REQUESTED MEETING DATE:

06/14/16

## AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

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

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: June 3, 2016

#### NARRATIVE OF REQUEST

A private citizen approached Pacific County and submitted offers to purchase the following tax-title parcels:

- 77015001017 (Surfside Estates Division 15 Block 1 Lot 17; Parcel Situs: 2004 320TH PL) in the amount of \$2,336.87 plus closing costs
- 77015001019 (Surfside Estates Division 15 Block 1 Lot 19; Parcel Situs: 2010 320TH PL) in the amount of \$1,252.94 plus closing costs

These offers would cover all foreclosure fees, assessments due, and delinquent totals due for each of these tax-title parcels.

In accordance with RCW 36.35.150, the county legislative authority may dispose of tax foreclosed property by private negotiation, without a call for bids, for not less than the principal amount of the unpaid taxes when no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve months from the date of the attempted public auction. A public auction was held on December 18, 2015 at the Pacific County Courthouse in South Bend, WA. Both of the above-listed parcels were included in the auction, but no acceptable bids were received for either parcel.

Please accept the citizen's offers to purchase the above-listed tax-title parcels in accordance with RCW 36.35.150.

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

Accept offer to purchase tax-title parcels #77015001017 (\$2,336.87) and #77015001019 (\$1,252.94) for a total of \$3,589.81, plus closing costs



**PACIFIC COUNTY**  
Real Property Purchase Offer Form

RECEIVED  
PACIFIC COUNTY

JUN 03 2016

**COPY**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

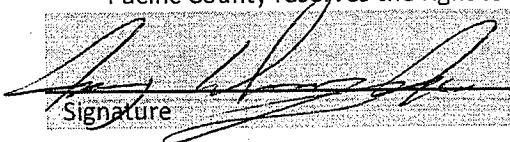
**Instructions:**

1. Before filling out this Real Property Purchase Offer Form, please read, sign, and date the document titled "Tax Title Sale - Terms and Conditions";
2. Print or type your name and mailing address in the "Interested Party" box on this form;
3. Print or type the dollar amount you wish to offer in the "Offer Amount" box;
4. Read the acknowledgement and sign/date this form;
5. Return both signed documents to the address listed at the bottom of this page.

Seller:	Pacific County PO Box 187 South Bend, WA 98586
Property:	Assessor's Parcel #77015001017 Situs: 2004 320TH PL
Interested Party	Name: Jerry Denney Jr. Address: 1913 41st Street, Washougal, WA 98671
Offer Amount minimum: \$2,336.87	\$ 2,336.87
Estimated Closing Costs	\$100 - includes deed preparation and recording; this is an additional cost on top of the offer amount

**ACKNOWLEDGEMENT:** by signing and dating this form on the line below, you acknowledge that:

- You have signed and dated the document titled "Tax Title Sale - Terms and Conditions";
- This is a "Buyer Beware" sale, and it is the buyer's responsibility to research the above listed parcel;
- This form does not constitute a guarantee of purchase;
- Pacific County reserves the right to reject any and all offers.

 6-1-16  
Signature Date

Please return the completed form to:  
Pacific County Commissioners' Office  
Attn: Clerk of the Board  
PO Box 187  
South Bend, WA 98586

COPY

RECEIVED  
PACIFIC COUNTY

JUN 03 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

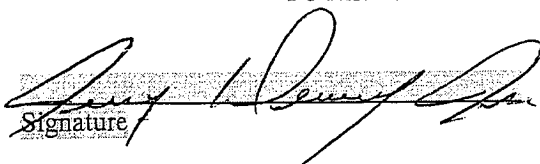
# PACIFIC COUNTY

## Tax Title Sale – Terms and Conditions

- Per RCW 36.35.150, the county legislative authority may dispose of tax foreclosed property by private negotiation in certain instances.
- **This is a “BUYER BEWARE” sale. It is the buyer’s responsibility to research the parcel.** The parcel is offered on a “where is” and “as is” basis. The county makes no representation of warranty, express or implied, as to the condition of the title and any property nor the physical condition of any property or its fitness for any use or purpose.
- We further advise interested parties that this property may be subject to easements or use restrictions set forth in the Covenants, Rights, and Restrictions of certain plats, as well as in zoning and other land use controls.
- **The minimum offer for parcel #77015001017 is \$2,336.87.** This includes unpaid real property taxes, interest and penalties, all personal property taxes which have been certified for collection to real property, all delinquent compensating use taxes, and may include other special assessments or taxes.
- The successful party will be responsible for payment to Pacific County of approximately \$100.00 per parcel for deed, excise, recording fees and mailing fees. **This is an additional cost on top of the offer amount.** These fees must be paid while making payment of the final purchase price.
- Only cash, cashier’s checks, and money orders will be accepted. Personal business checks will not be accepted for this transaction. Any check or money order returned as non-negotiable by a financial institution for any reason will cause the sale of the subject parcel to be void.  
**DO NOT SEND PAYMENT AT THIS TIME.**
- If you are a successful buyer, you will be notified in writing by the county, and a deadline for payment will be listed in said notification. If payment in full is not received by the specified deadline therein, the transaction will be considered null and void.
- The county will issue a Tax Deed for the parcel within 60 days of payment and forward it to the Pacific County Auditor’s Office for recording.
- No county employee or officer, either directly or indirectly, may bid on this parcel, nor may any such person bid as an agent or allow any agent to bid on their behalf.

---

I HAVE READ, UNDERSTAND, AND AGREE  
TO ALL OF THE ABOVE TERMS AND CONDITIONS.

  
Signature

  
Date





# PACIFIC COUNTY

## Real Property Purchase Offer Form

RECEIVED  
PACIFIC COUNTY

JUN 03 2016

# COPY

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

### Instructions:

1. Before filling out this Real Property Purchase Offer Form, please read, sign, and date the document titled "Tax Title Sale - Terms and Conditions";
2. Print or type your name and mailing address in the "Interested Party" box on this form;
3. Print or type the dollar amount you wish to offer in the "Offer Amount" box;
4. Read the acknowledgement and sign/date this form;
5. Return both signed documents to the address listed at the bottom of this page.

Seller:	Pacific County PO Box 187 South Bend, WA 98586
Property:	Assessor's Parcel #77015001019 Situs: 2010 320TH PL
Interested Party	Name: Jerry Denney Jr Address: 1913 41st Street, Washougal, WA 98671
Offer Amount minimum: \$1,252.94	\$ 1,252.94
Estimated Closing Costs	\$100 - includes deed preparation and recording; this is an additional cost on top of the offer amount

ACKNOWLEDGEMENT: by signing and dating this form on the line below, you acknowledge that:

- You have signed and dated the document titled "Tax Title Sale - Terms and Conditions";
- This is a "Buyer Beware" sale, and it is the buyer's responsibility to research the above listed parcel;
- This form does not constitute a guarantee of purchase;
- Pacific County reserves the right to reject any and all offers.

Signature

6-1-16

Date

Please return the completed form to:  
Pacific County Commissioners' Office  
Attn: Clerk of the Board  
PO Box 187  
South Bend, WA 98586

COPY

PACIFIC COUNTY  
Tax Title Sale – Terms and Conditions

RECEIVED  
PACIFIC COUNTY

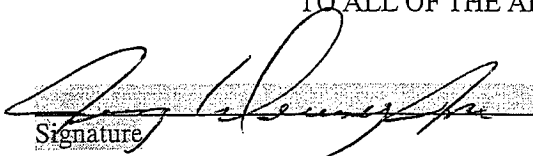
JUN 03 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

- Per RCW 36.35.150, the county legislative authority may dispose of tax foreclosed property by private negotiation in certain instances.
- **This is a “BUYER BEWARE” sale. It is the buyer’s responsibility to research the parcel.** The parcel is offered on a “where is” and “as is” basis. The county makes no representation of warranty, express or implied, as to the condition of the title and any property nor the physical condition of any property or its fitness for any use or purpose.
- We further advise interested parties that this property may be subject to easements or use restrictions set forth in the Covenants, Rights, and Restrictions of certain plats, as well as in zoning and other land use controls.
- **The minimum offer for parcel #77015001019 is \$1,252.94.** This includes unpaid real property taxes, interest and penalties, all personal property taxes which have been certified for collection to real property, all delinquent compensating use taxes, and may include other special assessments or taxes.
- The successful party will be responsible for payment to Pacific County of approximately \$100.00 per parcel for deed, excise, recording fees and mailing fees. **This is an additional cost on top of the offer amount.** These fees must be paid while making payment of the final purchase price.
- Only cash, cashier’s checks, and money orders will be accepted. Personal business checks will not be accepted for this transaction. Any check or money order returned as non-negotiable by a financial institution for any reason will cause the sale of the subject parcel to be void.  
**DO NOT SEND PAYMENT AT THIS TIME.**
- If you are a successful buyer, you will be notified in writing by the county, and a deadline for payment will be listed in said notification. If payment in full is not received by the specified deadline therein, the transaction will be considered null and void.
- The county will issue a Tax Deed for the parcel within 60 days of payment and forward it to the Pacific County Auditor’s Office for recording.
- No county employee or officer, either directly or indirectly, may bid on this parcel, nor may any such person bid as an agent or allow any agent to bid on their behalf.

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I HAVE READ, UNDERSTAND, AND AGREE  
TO ALL OF THE ABOVE TERMS AND CONDITIONS.

  
Signature

  
Date

(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.



REQUESTED MEETING DATE:

6/14/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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: *max*

DATE: 5/24/2016

#### NARRATIVE OF REQUEST

Open public hearing  
Swear in those wishing to provide testimony/comment  
Close public hearing

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

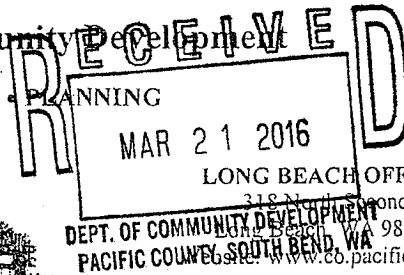
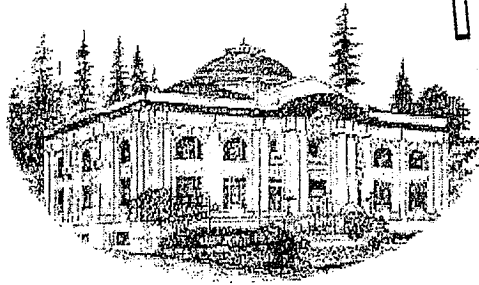
Approve Assembly Permit Application as submitted by Mike Swanson for the Finnish-American Folk Festival to be held July 29-31, 2016 in accordance with Assembly Ordinance No. 35B

# Pacific County Department of Community Development

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

**SOUTH BEND OFFICE**  
 Courthouse Annex  
 1216 W. Robert Bush Drive  
 P.O. Box 68  
 South Bend, WA 98586  
 Website: www.co.pacific.wa.us

(360) 875-9356  
 FAX (360) 875-9304  
 Tokeland (360) 267-8356  
 Naselle (360) 484-7356



(360) 642-9382  
 FAX (360) 642-9387  
 Naselle (360) 484-7382  
 Tokeland (360) 267-8382

## Assembly Application Ordinance No. 35B

**Fee: \$200.00 (non-refundable)**

A social event or assembly for any purpose which said person believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

1. Organization/name of event Finnish-American Folk Festival
2. Location Address Naselle School, 7 State Route 4  
 Mailing Address P.O. Box 156, Naselle, WA. 98638
3. Contact person/person in charge Mike Swanson Phone# (c) 360-751-1565
4. Date(s) of event July 29-31, 2016 Overnight camping? Yes ☒ No ☐
5. Water supply Naselle Water Co. Sewage disposal School septic & porta-potties  
EVERGREEN SEPTIC
6. Number of people attending 2000 Number of toilet facilities 12+  
 Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees and 2 toilets handicap accessible.
7. Number of hand washing facilities 12+
8. Method of solid waste disposal DUMPSTER - Peninsula Sanitation
9. Number of food service facilities \_\_\_\_\_
10. Certificate of Liability Insurance ☒ Yes ☐ No

Filed \_\_\_\_\_ Date \_\_\_\_\_

Applicant's signature Michael Swanson Date 03/11/2016

Approved by \_\_\_\_\_ Date issued \_\_\_\_\_

Over for *Request for Waiver* form

04/30/08

Request for Assembly Permit Waiver  
Ordinance No. 35B

I, Mike Swanson request waiver from the Board of County Commissioners from the following item(s):

- ☒ Site plan requirements
- ☒ Section 5 - Sanitary facilities
- ☒ Section 7 - Traffic control
- ☒ Section 8 - Parking facilities
- ☐ Section 10 - Operating hours
- ☐ Section 12 - Certificate of Liability Insurance
- ☐ Section 12 - Fees

For the following reason(s):

at the Naselle School - site plan on file @ County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: Public Works  
Sheriffs Department

4/30/08

# North Stadium

Food Vendors - Fri + Sat 10:00 - 6:00

$R$  = registration crowd control

Peta Potties

Girl's (139)	Boy's (135)
Loker room	Loker room

Boy's sd	
Loker room	
	(138)

Girls (139)  
Loker room

Handwritten: Parallel

XX

## Handicapped Parking

Naselle schools

West

Handwritten: 125

Eds.

Parking

# Parking

Fire Dept. Fire Dept.

30342

Additional parking of 2 spaces - 1.

11. 11. 11.

THE . . .

SR 461

Parking →

$X = \text{bathrooms}$

Commons  
Good  
element -  
Sat -  
11:00 am -  
2:00 pm

DO NOT WRITE IN THESE SPACES

Doc # 00479  
(310) -  
Sax.  
Date Recd.  
File

Ambulance

Par King

Mike Swanson Realty 3604843209



## Finnish American Folk Festival

**VENUE** - Naselle schools, 793 SR 4, Naselle

**Food Booths**-in courtyard on backside of the stadium

Breakfast on Saturday, July 30th, 7:00-10:00 am in room 302 (former Home Economics room)

Dinner on Saturday, July 30th, 11:00 am-2:00 pm-in Commons

**Sanitary Facilities**-bathrooms in each wing of the building (elementary, middle school, high school)-marked by "X" on the map

**Porta potties and wash stations** in courtyard outside of the gym on the north side

**Parking**-Handicapped-in front of the school facing SR 4 and on the east side of the school closest to the gym

All others-on the east side of the school further out from the handicapped parking & continuing down the hill. It includes the state patrol office and in front of the bus garages for the school. Additional parking is available on the west end of the school. Parking is also available across SR 4 between it and the coffee kiosk as well as at the 3 churches in Naselle. Pacific Transit runs a shuttle between the churches and the schools.

**Fire**-Across SR 4 from the school is the Naselle Fire Dept. facilities.

**Ambulance**-One parked and staffed at the east end of the stadium. One parked in the Naselle Fire Hall across SR 4 from the school.

**Crowd Control Personnel**-At 3 entrances at the registration tables-2 are just inside the gate to the courtyard on the east side of the school and 1 at the registration table just inside the entrance to the school facing SR 4-marked by "R" on the map. We also have 2 reserve deputies roaming the grounds.

**Traffic Control**-We have DOT put reader boards on the east and west ends of SR 4 warning of congestion ahead.