

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

**Tuesday, July 26, 2016
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Item A)

- A) Approve Rainbow Valley Landfill Voucher
City of Raymond - \$1,000

CLOSE MEETING

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

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

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

2016-30

CITY OF RAYMOND

230 2ND STREET

RAYMOND, WA 98577

| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

Instructions:

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

| Invoice # | Date | Description | Fund | Ops | Base Sub | Sub Elem | Obj | Amount |
|-----------|--------|--------------------|------|-----|----------|----------|-----|-----------|
| 103 | 6/3/16 | LEACHATE TREATMENT | 660 | 000 | 537 | 10 | 41 | \$1000.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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.

Gary Sale
 Signature

PRES.
 Title

6/14/16
 Date

Reviewed by:

Tim Crose

Faith Taylor, Director

Department of Community Development

Date

7/18/16

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

RECEIVED
 PACIFIC COUNTY

JUL 18 2016

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

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

July 26, 2016

9:00AM or shortly thereafter

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

AGENDA

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

Call to Order

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

YEARS OF SERVICE AWARDS

15 Years: Levi Sheryl (DPW-Computer Services)

CONSENT AGENDA (Items 1-4)

Department of Community Development

- 1) Approve Amendment #1 to Project Agreement Number 15-1385P with WA State Recreation and Conservation Office; authorize Chair to sign

Assessor's Office

- 2) Approve voluntary reduction in hours for Brooke Andrews, Administrative Asst. II

North District Court

- 3) Acknowledge transfer of Tamra McConahy and authorize advertising and filling of vacant position

Superior Court

- 4) Confirm appointment of Tamra McConahy to Asst. Court Administrator/Reporter, effective August 8, 2016

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 5) Consider approval of Federal Lands Access Program Match Agreement with US Department of Transportation/Federal Highway Administration for WA Pacific 2015(1), Public Access Enhancement to Willapa National Wildlife Refuge; authorize Chair to sign
- 6) Consider award of the Fowler Road Culvert Replacement Project
- 7) Consider award of the Sid Snyder Culvert Replacement Project to Lindstrom & Son Construction
- 8) Consider approval of License Agreement with Pacific West Timber Company regarding use of Alanen Road
- 9) Consider approval of request to purchase equipment shed from Michael J. Hogg Barns
- 10) Consider approval of request to surplus 2002 Olympic Trailer
- 11) Consider approval of request to purchase 2012 truck from Enviro-Clean Equipment, Inc.
- 12) Consider award of the Gould Road Culvert Replace Project to Ken Miller Enterprises

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT

- 13) Consider approval of Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC1 with State of WA Parks and Recreation Commission; authorize Chair to sign

ITEMS REGARDING SHERIFF'S OFFICE

- 14) Consider approval of Interagency Agreement with WA State Military Department for the All Hazards Alert Broadcast (AHAB) Warning Siren for Ilwaco; authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

- 15) Consider adoption of Resolution 2016-_____ re-establishing the Solid Waste Advisory Committee
- 16) Consider approval of the appointment to the vacant position on the Fair Board

ITEMS REGARDING GENERAL BUSINESS

- 17) Consider approval of Contract with Pacific County Economic Development Council to complete an Economic Impact Analysis
- 18) Consider approval of Special Employment Agreement with Tim Crose
- 19) Consider approval of Findings of Fact and Conclusions of Law pertaining to Ordinance No. 162B

EXECUTIVE SESSION

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

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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7/26/16 Boca
agenda (S)

Years of Service Report July 2016

Total Years of Service

15

Employee Name

Date of Hire

Calculation Date

ID Number

Charles Levi Sheryl

7/2/2001

7/1/2001

SHERC

Thursday, June 2, 2016

6/3/16 - DK per Alex - KB

7/1/16 C. Lisa - KB



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

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

REQUESTED MEETING DATE:

07/26/16

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): Planning

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 875-9356

SIGNATURE:

DATE: 7/11/2016

NARRATIVE OF REQUEST

The Department is requesting the BOCC approve amendment #1 with the Washington State Recreation and Conservation Office. The amendment increases the budget by \$45,658 in lead entity capacity funding. The amendment is effective July 1, 2016 and shall expire June 30, 2017.

The scope of work is performed by the Conservation District through an interagency agreement.

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

Approve Amendment #1 to Project Agreement Number 15-1385P with WA State Recreation and Conservation Office and authorize Chair to sign

| | |
|--|---|
| Name of Contractor: <u>RCO</u> | |
| Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>15-1385P</u> | |
| Indicate type: | |
| <input type="checkbox"/> Intergovernmental/Interagency | <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract |
| <input type="checkbox"/> Memorandum of Understanding/Agreement | <input type="checkbox"/> Interoffice/Interdepartmental <input checked="" type="checkbox"/> State Contract |
| Contractor Type (check all that apply): | |
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input checked="" type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |
| Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form. | |
| TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation): | |
| Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) | |
| <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000) | |
| Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids) | |
| Services / Leases: | |
| <input type="checkbox"/> Architectural & Engineering | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) | <input type="checkbox"/> Lease (Real) |
| <input type="checkbox"/> Telecomm & Data Processing | <input type="checkbox"/> Other (Describe) : |
| To be located at: _____ | |
| Exceptions to Bidding (Please provide appropriate documentation): | |
| <input type="checkbox"/> Insurance/Bonds | <input type="checkbox"/> Emergency Event (Purchases/Public Works) |
| <input type="checkbox"/> Single (Sole) Source Purchase* | <input type="checkbox"/> Special Facilities/Market Conditions |
| *Resolution Required | |
| <input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") | |
| Please attach the following: | |
| <ul style="list-style-type: none"> - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice | |
| <input type="checkbox"/> RFP | <input type="checkbox"/> RFQ |
| <input type="checkbox"/> Franchise | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Inventory Acquisition/Disposal |
| <input type="checkbox"/> Tort Claim | <input type="checkbox"/> Call for Bids |
| <input type="checkbox"/> Open Space/Timber Classification | <input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required) |
| <input type="checkbox"/> Other (please describe): _____ | |
| BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): | |
| | |
| TOTAL COST/AMOUNT (include sales & use tax): \$45,658 | TOTAL TAX: |
| TOTAL SHIPPING/HANDLING: | EXPENDITURE FUND #: <u>143</u> .XXX.XXX.XX.XX |
| EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | DESCRIBE MATCH: |
| MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | AMOUNT OF MATCHING FUNDS: |

Amendment to Project Agreement

Project Sponsor: Pacific County
Project Title: Pacific County Lead Entity 2015-2017

Project Number: 15-1385P
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

This amendment adds \$45,658 in lead entity capacity funding for year 2 of the biennium, following the Salmon Recovery Funding Board decision at its 6/23/2016 meeting. This amendment is effective July 1, 2016. This amount may be adjusted if needed, based on total expenditures by the lead entity in year 1 and on future board decisions.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

| | Old Amount | | New Amount | |
|---------------------------|--------------------|-------------|---------------------|-------------|
| | Amount | % | Amount | % |
| RCO - SALMON-LE FED | \$45,489.00 | 75.82% | \$75,369.00 | 71.33% |
| RCO - SALMON-LE ST | \$14,511.00 | 24.19% | \$30,289.00 | 28.67% |
| Project Sponsor | \$0.00 | 0.00% | \$0.00 | 0.00% |
| Total Project Cost | \$60,000.00 | 100% | \$105,658.00 | 100% |
| Admin Limit | \$0.00 | 0.00% | \$0.00 | 0.00% |
| A&E Limit | \$0.00 | 0.00% | \$0.00 | 0.00% |

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

Pacific County

BY: 
Kaleen Cottingham

AGENCY: Pacific County

BY: Frank Wolfe

TITLE: Director

TITLE: Chairman

DATE: 7/5/16

DATE: _____

Pre-approved as to form:

BY: _____

/S/

Assistant Attorney General

Amendment Agreement Description

Project Sponsor: Pacific County
Project Title: Pacific County Lead Entity 2015-2017

Project Number: 15-1385 P
Amendment Number: 1

Agreement Description

The Pacific County Lead Entity will use this grant to coordinate its technical and citizens committees and to facilitate strategic on-the-ground salmon recovery by project sponsors. Its local process solicits, ranks, and prioritizes projects that restore and maintain salmon habitat and ecosystem function while increasing public awareness. The lead entity coordinates with regional and state-wide salmon recovery efforts, administers grant funding, and reports on progress. It communicates its work through representation at appropriate local and statewide forums and by providing data to the Habitat Work Schedule database.

This grant will result in the Pacific County Lead Entity bringing the most suitable projects in Watershed Resource Inventory Area 24 to the Salmon Recovery Funding Board for the consideration in the 2015-17 grant rounds. Watershed Resource Inventory Area 24 encompasses the drainages south of the Pacific-Grays Harbor county line near Grayland, south to the mouth of the Columbia River, and several minor drainages in the Columbia River west of Knappton. Most of this area drains into Willapa Bay with the largest watersheds being the Naselle, Willapa, and North rivers. The Pacific County Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.

Amendment Eligible Scope Activities

Project Sponsor: Pacific County
Project Title: Pacific County Lead Entity 2015-2017
Program: Salmon-LE Fed Contracts

Project Number: 15-1385
Project Type: Planning
Amendment #: 1

Planning Metrics

Worksite #1, Lead Entity Base Grant

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast
ESU, Chum Salmon-Pacific Coast ESU,
Coho Salmon-Southwest Washington
ESU, Steelhead-Southwest
Washington/Washington Coast DPS
None

Targeted species (non-ESU species):

815131.0

Area Encompassed (acres) (B.0.b.1):

1318.00

Miles of Stream Affected (B.0.b.2):

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Project Identified in a Plan or Watershed Assessment (B.1.b.9.a):

Pacific County, 2001. Pacific
County(WRIA 24)
Strategic Plan for Salmon Recovery.
There are no ESA-listed salmon species
within WRIA #24 boundaries.
The overall goal of the Pacific County
(WRIA 24) Strategic Salmon Recovery
Plan (Strategic Plan) is to re-establish
the connection between fish and their
habitat through the identification of
human actions and their effects on
salmon survival. This Pacific County
(WRIA 24) Strategic Salmon Recovery
Plan offers a scientific framework
enabling the selection of projects that
most effectively restore and preserve the
natural habitat features and landscape
processes critical to sustained salmon
survival.

Description of the Plan (B.1.b.9.b):

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Pacific County, 2001. Pacific
County(WRIA 24)
Strategic Plan for Salmon Recovery.
There are no ESA-listed salmon species
within WRIA #24 boundaries.
The overall goal of the Pacific County
(WRIA 24) Strategic Salmon Recovery
Plan (Strategic Plan) is to re-establish
the connection between fish and their
habitat through the identification of
human actions and their effects on
salmon survival. This Pacific County
(WRIA 24) Strategic Salmon Recovery
Plan offers a scientific framework
enabling the selection of projects that
most effectively restore and preserve the
natural habitat features and landscape
processes critical to sustained salmon
survival.

Description of the Plan (B.1.b.6.b):



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

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

REQUESTED MEETING DATE:
7/26/2016

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: _____

☐ 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: ASSESSOR | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: BRUCE WALKER | PHONE / EXT: 2208 |
| SIGNATURE: <i>Beebe Russell, Chief Deputy</i> | DATE: 7/21/2016 |
| NARRATIVE OF REQUEST Request to approve Brooke Andrews, Admin. Assist. II, as a .80 FTE from a 1.0 FTE effective August 1st, 2016. She has requested a voluntary reduction to 4 (four) days. This would reduce Fund 001.100 to 70% FTE, with 10% still coming out of Fund #112-Real Estate Excise Tax Electronic Technology. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve voluntary reduction of Brooke Andrews, Administrative Asst. II, to 0.8FTE, effective August 1, 2016 | |



REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

| | |
|--|---------------------------|
| DEPARTMENT/OFFICE: North District Court | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Jan Wilson, Court Administrator | PHONE / EXT: |
| SIGNATURE: <i>mg for Jan Wilson</i> | DATE: 7/18/2016 |
| NARRATIVE OF REQUEST | |
| Tamra McConahy has transferred to Superior Court and we would like to request to advertise and fill the vacant Deputy Clerk position. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| Acknowledge transfer of Tamra McConahy to Superior Court and authorize the advertising and filling of the vacant Deputy Clerk position | |



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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ 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: Superior Court

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mike Sullivan, Judge

PHONE / EXT:

SIGNATURE:

DATE: 7/18/2016

NARRATIVE OF REQUEST

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

Approve the appointment of Tamra McConahy to vacant Asst Court Administrator/Reporter position, Grade 9 Step 10, effective August 8, 2016



REQUESTED MEETING DATE:

07/26/16

AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ 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: <i>Michael Collins</i> | DATE: 7-14-16 |
| NARRATIVE OF REQUEST Execution of the Federal Lands Access Program Match Agreement for the 95th Street Doehman Creek Project. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Federal Lands Access Program Match Agreement with US Department of Transportation/Federal Highway Administration for WA Pacific 2015(1), Public Access Enhancement to Willapa National Wildlife Refuge and authorize Chair to sign | |

Name of Contractor: _____

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

WA Pacific 2015(1), Public Access Enhancement to Willapa National Wildlife Refuge

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): Match Agreement

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 #: 104 .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: 13.5%



State: Washington

Project Number/Name: WA Pacific 2015(1), Public Access Enhancement to Willapa National Wildlife Refuge

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Pacific County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Pacific County to meet its match requirement for the subject project as authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Title 23 U.S.C 120(b). With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to replace a failing culvert, repair deteriorating county road, construct designated parking area, safe turnaround point, and provide safe pedestrian access to South Bay Trail, and to provide kiosk/signs to provide information. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program of the Moving Ahead for Progress in the 21st Century Act (MAP-21) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Washington, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has decided to provide funding for the development of this project and to program the project for construction in FY 2017 under the Washington State Federal Lands Access Program.

All Access Program expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under MAP-21 will be met by Pacific County and other agencies that have committed to the project in subsequent agreements. The forms of match may be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' (http://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.htm) as shown in the Funding Plan. In the state of Washington, the match rate is 13.50% of the total project cost.



Federal Lands Access Program Match Agreement

Budget:

The following documents the expected costs of this project and the Match required:

| Item | Amount |
|-----------------------------------|------------------|
| Planning | |
| Preliminary Engineering | \$123,000 |
| Construction | \$820,000 |
| Construction Engineering | \$82,000 |
| Contingency - Contract Mods | \$82,000 |
| Total Estimated Cost: | \$1,107,000 |
| Match Rate Required (23 USC 120): | 13.50% |
| Value of Match Required*: | <u>\$149,445</u> |

* Local share calculated per FLAP implementation guidance,
<http://www.fhwa.dot.gov/map21/guidance/guideflap.cfm>.



Federal Lands Access Program Match Agreement

Estimated costs and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at this time. The final cash Match will be determined based on actual expenditures at the conclusion of project work.

Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows (Includes all agencies that are cooperating in the project):

Agency Contributions:

| Phase | Agency | Form | Due | Received | Value | Comment |
|-------|-------------|-----------------|-----------|----------|-----------|--|
| PE | Pacific Cty | Cash | 10/1/2016 | | \$10,000 | |
| PE | Pacific Cty | In-Kind Service | 8/1/2017 | | \$139,445 | In-Kind Service (Survey or other Labor TBD) supplemented by Cash if needed |
| | | | | Total: | \$149,445 | Total W/O Toll Credits: \$149,445 |

Pacific County is ONLY responsible for their respective match as shown above.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations and Federal Cost Principles [2 CFR 200]. Final in-kind match will be determined based on actual expenditures at the conclusion of project work in order to determine the minimum match commitment has been met. The value of in-kind match may need to be supplemented in order to meet the minimum match requirement. If the value of in-kind match is in excess of the minimum match, the excess value will not be returned or reimbursed.

Records:

Costs (both cash and non-cash) along with third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed was derived.

Federal Highway Contributions:

| Phase | Fund | FY | Amount | Comment |
|-------|------|------|-----------|-----------|
| PE | G20E | 2016 | \$106,395 | |
| CN | G20E | 2017 | \$687,160 | |
| CM | G20E | 2017 | \$82,000 | |
| CE | G20E | 2017 | \$82,000 | |
| | | | Total: | \$957,555 |

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides required matching if FHWA expends funds to advance the project.



Modification:

This agreement may be updated periodically by mutual written consent of all parties. If project costs increase and are approved by the PDC, this funding agreement will be modified by mutual consent of all parties.

Delivery Agency and Fund Transfers:

Western Federal Lands Highway Division, FHWA has been selected to deliver this project. Upon execution of this agreement, FHWA will forward payment requests to the Enterprise Servicing Center (ESC) at Oklahoma City, which will send invoices to Pacific County in accordance with the payment schedule set forth in the Funding Plan. After receiving the invoice, Pacific County can transmit the funds either through Pay.Gov (<https://pay.gov/paygov/>) or by mailing a check to ESC. The preferred method is to use Pay.Gov.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Funds Transaction Information:

Please contact the following individuals to set up the funds transaction:

FHWA:

Neal Christensen, Federal Lands Access Program Manager
Western Federal Lands Highway Division, FHWA
610 E. Fifth Street

Vancouver, WA 98661
(360) 619-7780
neal.christensen@dot.gov

Pacific County

Renee Goodin, Treasurer

300 Memorial Drive

South Bend, WA 98586
(360) 875-9421
rgoodin@co.pacific.wa.us



US Department of Transportation
Federal Highway Administration

Federal Lands Access Program Match Agreement

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

This Agreement shall be effective as of the date of the last signature:

Pacific County

Approved By:

Frank Wolfe, Chairman Board of Pacific County Commissioners

Date



US Department of Transportation
Federal Highway Administration

Federal Lands Access Program Match Agreement

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Director of Program Administration

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:

7/26/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 6

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

| | |
|---|---------------------------|
| DEPARTMENT/OFFICE: Department of Public Works | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Michael Collins, Director/County Engineer | PHONE / EXT: 3368 |
| SIGNATURE: | DATE: |
| NARRATIVE OF REQUEST Award the Fowler Rd Culvert Replacement Project. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award the Fowler Road Culvert Replacement Project to _____ in the amount of \$_____, subject to adequate budget appropriations | |



REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE:

DATE:

NARRATIVE OF REQUEST

Award the Sid Snyder Culvert Replacement Project to Lindstrom & Son Construction in the amount of \$32,259.60.

Bids were received from Lindstrom & Son Construction, of Chinook \$32,259.60; Custom Excavating by Dean Larson Inc. of Warrenton \$45,630.00; Clark and Sons Excavating Inc of Battle Ground \$84,240.00; NOVA Contracting Inc. of Olympia \$186,840.00; Quigg Bros, Inc of Aberdeen \$60,480.00; Rognlins Inc of Aberdeen \$106,380.00. All bids include Wa State Sales tax.

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

award of the Sid Snyder Culvert Replacement Project to Lindstrom & Son Construction in the amount of \$32,259.60, including sales tax, subject to adequate budget appropriations

Name of Contractor: _____

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

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

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

**Resolution Required*

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$32,259.60

TOTAL TAX: \$2,389.60

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 108 .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:

SID SNYDER CULVERT REPLACEMENT bid opening 7/19/16

| BIDDER NAME, ADDRESS AND TELEPHONE NUMBER | Base Bid Amount | Sales Tax | Total |
|---|-----------------|--------------|---------------|
| Custom Excavating By Dean Larson Inc. 2060 SE Airport Lane Warrenton, OR 97146 | \$ 42,250.00 | \$ 3,380.00 | \$ 45,630.00 |
| Clark and Sons Excavating Inc 7601 NE 289th St Battle Ground, WA 98604 | \$ 78,000.00 | \$ 6,240.00 | \$ 84,240.00 |
| Lindstrom & Son Const. PO Box 288 Chinook, WA 98614 | \$ 29,870.00 | \$ 2,389.60 | \$ 32,259.60 |
| NOVA Contracting Inc 10615 Delphi Rd SW Olympia, WA 98512 | \$ 173,000.00 | \$ 13,840.00 | \$ 186,840.00 |
| Quigg Bros, Inc PO Box 1707 Aberdeen, WA 98520 | \$ 56,000.00 | \$ 4,480.00 | \$ 60,480.00 |
| Rognlin's INC PO Box 307 Aberdeen, WA 98520 | \$ 98,500.00 | \$ 7,880.00 | \$ 106,380.00 |



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:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 7/13/2016

NARRATIVE OF REQUEST

Execution of License Agreement with Pacific West Timber Company - Campbell Global LLC for use of roadway.

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

Approve License Agreement with Pacific West Timber Company-Campbell Global LLC for use of Alanen, the Deep River Mainline and Busse Canyon Roads

LICENSE AGREEMENT

This License Agreement (the “**Agreement**”) is made and entered into effective as of this 1st day of May, 2016 (the “**Effective Date**”), by and between Pacific West Timber Company (Washington) LLC, a Delaware limited liability company by Campbell Global, LLC, a Delaware limited liability company its authorized agent, as (“**Licensor**”), and Pacific County, a municipality of the State of Washington. (“**Licensee**”).

DEFINITIONS

- A. “**Roads**” shall mean Alanen Road, the Deep River Mainline, and Busse Canyon Roads described and shown on Exhibit A attached hereto and incorporated herein by reference.
- B. “**Residents**” shall mean those individuals indemnified by Licensee who need temporary access to the Roads as a secondary access to Residents’ Property.
- C. “**Allowed Use**” shall mean the vehicular ingress and egress access to and from the Residents’ Property granted by Licensor to Licensee and Residents.
- D. “**Residents’ Property**” shall mean that real property occupied by Residents.
- E. “**Residents’ Invitees**” shall mean Residents’ guests, emergency personnel, USPS and delivery companies who require access to Residents’ Property.

RECITALS

- A. Licensor owns or manages that certain real property more fully described and/or depicted on Exhibit A attached hereto (the “**Property**”) in which the Roads cross.
- B. Licensee desires to gain access to a portion of the Property for the following purpose only: Temporary access for Licensee and Residents for the Allowed Use.
- C. Licensor has agreed to allow Licensee and Residents to travel the Roads for the Allowed Use ONLY for the period commencing on May 1st, 2016, and expiring on December 31, 2017 (the “**Term**”), subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged and agreed to by Licensor and Licensee (individually, a “**Party**,” and collectively, the “**Parties**”), the Parties agree as follows:

1. Grant of License. Subject to the terms hereof, Licensor hereby grants only to Licensee, Residents and Residents’ Invitees, a temporary, revocable, non-exclusive license (the “**License**”) to reasonably enter upon the Property for the purpose of traversing the Roads due to the currently impassable public roads. The License shall only exist and be valid during the Term and shall terminate immediately upon expiration of the Term, unless otherwise extended in writing by Licensor, in its sole and absolute discretion.
2. Terms and Conditions. The Parties hereby agree that the grant of the License shall be subject to the following terms and conditions:
 - A. The License is granted to Licensee and Residents only for the purpose of providing vehicular ingress and egress to and from the Residents’ Property. Licensee and Residents shall at all times comply with all applicable

federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Property in connection with the License. Licensee and Residents are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Property or any other lands owned by Licensor. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, or local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the **Property, including (without limitation) the** Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "**ESA**"). For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Licensee shall save, protect, defend, indemnify, and hold harmless the Property, Licensor and the respective employees, agents, contractors and subcontractors of the Licensor from and against any and all loss, damage, cost, expense, or liability (including **reasonable** attorney fees) and the **reasonable** costs of repairs and improvements necessary to return the Property or any other lands owned by Licensor to the physical condition existing prior to undertaking any activity related to any Hazardous Substance **to the extent** arising out of or attributable to Licensee or Residents' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon **in violation of Applicable Laws, including (without limitation) Environmental Laws**. This indemnity shall survive the expiration or earlier termination of this Agreement. Licensee and Residents also shall comply with all rules and regulations of Licensor pertaining to the Property, whether conveyed to Licensee verbally or in writing. Any damage to the Property caused by the Allowed Use or any related uses by Licensee or Residents shall be fully repaired by Licensee on or before expiration or earlier termination of the Term, all to the end that the Allowed Use upon the Property shall be performed at no cost or expense to Licensor and with no unreasonable damage or destruction to the Property.

B. Licensor reserves for itself and for any of its employees, licensees, invitees, contractors or agents (each, a "**Licensor Party**," and collectively, the "**Licensor Parties**") the right at all times for any purpose, to simultaneously use, cross and recross the Property in any manner and at all locations. Licensee further agrees that neither it nor Residents shall interfere, in any way, with the reasonable access to the Property and will ensure at all times during the Term that all routes of ingress and egress through the Property are unencumbered and accessible to the Licensor Parties at all times. Access through the Property can be denied or revoked by Licensor if, as determined by Licensor in its sole and absolute discretion, the operations of the Licensee or Residents create a safety problem or if the operations of the Licensee or Residents interfere with Licensor Party operations on the Property. Licensee acknowledges and agrees that Licensor is primarily in the timber and forest products industry and that Licensor will utilize the Property and in connection with logging, harvesting and other timber related activities pertaining to the cultivation, growing and harvesting of timber and, as such, Licensee acknowledges, understands and agrees that Licensee and Residents' utilization of the Property shall not, at any time, interfere with Licensor's utilization of the Property for such purposes or any other purposes whatsoever desired by Licensor in its sole and absolute discretion. Furthermore, it is understood that Licensor may, without incurring any liability to Licensee for the restoration of the surface or otherwise, use all roads located upon the Property for purposes of transporting logs and logging equipment and minerals and mining equipment and other types of equipment by any type of vehicles. Any rights granted under the License shall not cause any restriction or limitations to any operations conducted by Licensor or any Licensor Parties. All rights under the License are subordinate to all other activity Licensor may conduct or allow to be conducted on the Property, including but not limited to forestry operations, aerial spraying, road building, logging and burning.

C. Neither Licensee nor Residents shall build a fire on the Property at any time or for any reason. Smoking is strictly prohibited once fire season is in effect, as determined by applicable governmental authorities regulating forestry and forest products operations. No garbage or waste materials may be brought onto or left on the

Property by Licensee or Residents, except for ordinary household waste which will be routinely disposed of by Residents at a licensed waste handling facility. No power-driven tools such as chainsaws or winches shall be used on Property by Licensee or Residents. Access through the Property may be revoked during any period of extreme fire danger, as determined by Licenser in its sole and absolute discretion. Licensee further agrees to operate upon the Property in a reasonable and prudent manner so as not to cause or allow the existence of conditions which might pose an unreasonable risk of damage or injury to the Licenser, any Licenser Parties or the Property. Additionally, Licensee and Residents shall at all times: (i) take all reasonable precaution to prevent unauthorized persons from using the Property; and (ii) immediately report to Licenser any dangerous or defective condition with respect to any portion of the Property or roads located thereupon.

3. Indemnification. LICENSEE AGREES TO SAVE, PROTECT, INDEMNIFY, FOREVER RELEASE, DEFEND AND HOLD HARMLESS LICENSOR, LICENSOR PARTIES AND THE PROPERTY FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND, ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY USE OF THE PROPERTY BY LICENSEE OR LICENSEE PARTIES (DEFINED BELOW), INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, AND TO PAY OFF AND DISCHARGE ALL EXPENSES, FINES, LIENS, CLAIMS, DEMANDS, PENALTIES, NATURAL RESOURCE DAMAGE ASSESSMENTS, DAMAGES, AND LIABILITIES OF WHATEVER CHARACTER OR DESCRIPTION AFFECTING ALL PARTIES AND THE PROPERTY ARISING OUT OF SUCH USE BY LICENSEE OR LICENSEE PARTIES. THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, PROVIDED HOWEVER, THAT EXCEPT FOR PREMISES LIABILITY, THIS INDEMNITY SHALL NOT APPLY TO SUCH DAMAGE, INJURY, SICKNESS OR DEATH, THE PROPORTION OF WHICH WAS CAUSED BY THE NEGLIGENCE OR FAULT OF INDEMNITEE AS FINALLY DETERMINED BY A TRIER OF FACT, AND (B) REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGES, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY PORTION OF THE PROPERTY, WHETHER OR NOT SUCH DEFAULT OR CONDITION WAS KNOWN BY LICENSOR. UNDER THE PROVISIONS OF THIS INDEMNITY, LICENSEE IS AGREEING TO INDEMNIFY LICENSOR FROM LICENSOR'S OWN NEGLIGENCE OR FAULT. IF REQUESTED TO DO SO BY LICENSOR, LICENSEE WILL ASSUME (WITHOUT EXPENSE TO LICENSOR BUT USING COUNSEL SELECTED BY LICENSOR IN ITS SOLE AND ABSOLUTE DISCRETION) THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE LICENSOR FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, ALL APPEALS, COURT COSTS AND ATTORNEYS' FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. LICENSEE SHALL ADDITIONALLY PAY OR SATISFY ANY JUDGMENT, DECREE OR SETTLEMENT ARISING THEREFROM. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

LICENSEE FURTHER AGREES TO SAVE, DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR, THE PROPERTY AND THE LICENSOR PARTIES FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, AND EXPENSES INCIDENTAL THERETO, INCLUDING THE COST OF THE DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, WHICH ANY OR ALL OF THEM MAY HEREINAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF CONTAMINATION OR ADVERSE AFFECTS ON THE ENVIRONMENT, ANY VIOLATION OR ALLEGED VIOLATION OF ENVIRONMENTAL LAWS, DIRECTLY OR INDIRECTLY CAUSED OR ARISING OUT OF THE NEGLIGENT OR WILLFUL USE OF THE LICENSE OR PROPERTY BY LICENSEE OR LICENSEE PARTIES.

LICENSEE'S OBLIGATIONS UNDER THIS SECTION ADDITIONALLY INCLUDE, WITHOUT LIMITATION, CLAIMS OF ALL EMPLOYEES, LICENSEES, RESIDENTS, INVITEES, AGENTS, AND

SUBCONTRACTORS OF LICENSEE (IF ANY) (“**LICENSEE PARTIES**”); CLAIMS FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING PROPERTY OF THE PUBLIC (SUCH AS AIR, WATER, FISH AND WILDLIFE), AND INCLUDING LAND AND TIMBER, AND OTHER PROPERTY, OWNED BY LICENSOR; CLAIMS FOR TRESPASS, NUISANCE, ALL FEDERAL, STATE AND LOCAL TAXES, WORKERS’ COMPENSATION INSURANCE; AND CLAIMS BASED UPON OR RESULTING FROM THE OCCURRENCE OF FIRE ON OR SPREADING OF FIRE TO OR FROM ANY PART OF THE PROPERTY, INCLUDING THE COSTS OF SUPPRESSING THE SAME.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OBLIGATIONS OF INDEMNITY SET FORTH IN THIS SECTION 3 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

4. Default; Remedies. Failure by Licensee or Residents to comply with any of its duties or obligations hereunder may result in the immediate termination of this Agreement by Licensor, in Licensor’s sole and absolute discretion. In the event of any such termination, Licensee and Licensee Parties shall immediately and completely vacate the Property and remove all of their personal property therefrom. Notwithstanding the foregoing, in the event of any default by Licensee hereunder, Licensor shall be entitled to seek and enforce any remedy available to Licensor under applicable law, including (without limitation) an award for consequential damages.

5. Entire Agreement. This document sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties.

6. Attorneys’ Fees. In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. “**Prevailing Party**” shall be determined by the arbitrator, or any court, as the true prevailing Party (not statutorily prevailing Party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined. If Licensor becomes involved in litigation (as a plaintiff, defendant, or cross-claimant or cross-defendant) by reason of any debt incurred by Licensee or Residents, any alleged personal or bodily injury or property damage related to the Property or Licensee or Residents’ conduct related to this Agreement, and/or any matter for which Licensee has an indemnity obligation hereunder, then Licensee agrees to fully defend Licensor, using lawyers of Licensor’s choice, upon Licensor tendering its legal defense to Licensee. Should Licensee refuse the tender of defense, then Licensee shall be liable to Licensor for all its costs and fees incurred in connection with such litigation.

7. Applicable Law; Time of the Essence; No Waiver; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. Time is of the essence with respect to all of the duties and obligations of Licensee hereunder. Failure by Licensor at any time to require strict performance by Licensee of any provision hereof will in no way affect Licensee’s rights hereunder to enforce such provision nor will any waiver by Licensor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Multnomah County, Oregon.

8. Counterparts. This Agreement may be executed in two or more counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each Party to this Agreement.

9. Remedies Cumulative; Sale by Licensor. Any and all remedies for default set forth in this Agreement shall be cumulative and shall be in addition to other remedies provided by law or in equity. Any election to pursue a particular remedy by any Party shall not constitute a waiver of the right held by that Party to pursue any other remedy. In the event the Property is sold by Licensor, this Agreement shall immediately terminate and be of no further force and effect.

10. Authority. The individual executing this Agreement on behalf of each Party represents, promises, warrants and pledges unto the other Party that he or she has all requisite power and authority to execute this instrument on behalf of such Party.

11. Insurance. Before commencing any activities under this Agreement or entering on to the Property, Licensee shall, at its own cost and expense, secure a policy or policies of insurance, and during the term of this Agreement maintain such insurance in a form reasonably satisfactory to Licensor and with companies maintaining an A.M. Best's rating of A-VII or better, insuring against liability growing out of the Licensee's operations, or any of the Licensee Parties, including the following:

A. Commercial general liability insurance will include, but not be limited to coverage for: ongoing operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate for bodily injury and property damage; and automobile liability insurance covering owned, hired and non-owned vehicles. The coverages shall be primary, exclusive of any coverage carried by Licensor, and shall be exhausted first notwithstanding that Licensor may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Licensee's liability to Licensor to the scope or the amount of the insurance coverage.

B. State or private industrial accident insurance covering Licensee and all its employees which shall fully comply with State and Federal employment and workers' compensation laws.

Prior to commencing performance of this Agreement, the Licensee shall deliver to Licensor certificates from Licensee's insurance carrier evidencing the coverages described herein, and shall provide such further evidence to Licensor which shall establish that the industrial insurance required herein has been secured. All certificates of insurance shall provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Licensor. Licensee shall also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions. The policies shall by endorsement name each of the entities comprising the Licensor and Campbell Global, LLC, a Delaware limited liability company, as additional insured parties with respect to the performance of this Agreement.

12. Assignment. This Agreement is personal to Licensee, and may not be sold, conveyed, assigned or otherwise transferred in whole or in part to any third party without the prior written consent of Licensor, which may be withheld, conditioned or delayed in Licensor's sole and absolute discretion. It shall be an event of default hereunder for Licensee, without the prior written consent of Licensor, to sell, convey, assign or otherwise transfer any rights arising out of or related to this Agreement, without the prior written consent of Licensor (a sale of controlling interest in the entity comprising Licensee shall be deemed a sale requiring the prior written consent of Licensor). If Licensor consents to assignment of any of Licensee's duties hereunder, Licensee shall remain jointly and severally liable for performance by assignees with respect to compliance with this Agreement.

13. No Representation by Licensor. Licensee has inspected the Property and area thereof covered by the License and is familiar with conditions and accepts them for use in their present condition. In entering into this Agreement, Licensee is not relying on any other representations as to the present or future condition of the Property, or the condition of any roads located thereupon, and the soils or rock located thereupon. Licensee agrees that in consideration of this Agreement,

and the inspection of the Property made by Licensee prior to the execution hereof, Licensee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature. The Parties further agree that Licensee is aware that Licensor engages in felling, cutting, hauling away of trees, and other forest products situated and growing upon the property of Licensor, including (without limitation) the Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Licensee to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.

14. Notices. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, or facsimile transmission, when delivered in person or the transmission is received at the address or facsimile number set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for notices by giving five (5) days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Licensor: Pacific West Timber Company (Washington) LLC
c/o Campbell Global, LLC
One SW Columbia St., Ste. 1700
Portland, OR 97258-2039
Attn: Asset Management
Telephone: 503-275-9675
Facsimile: 503-275-9667

With a copy to: Pacific West Timber Company (Washington) LLC
c/o Campbell Global, LLC
PO Box 99
Cathlamet, WA 98612
Attn: Jim Hansen
Telephone: 360.957.0210
Facsimile: _____

If to Licensee: _____

Attn: _____
Telephone: _____
Facsimile: _____

15. Anti-Harassment; Drugs and Alcohol. Licensee agrees to refrain from verbal and physical harassment, including sexual harassment, of Licensor's employees. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature made to an employee when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Licensee agrees to refrain from any drug or alcohol use while performing any aspect of this Agreement or while on the Property or any other Licensor owned or controlled property. Prohibited drug and alcohol use shall include, but is not limited to, any performance of this Agreement while under the influence of any drug or alcohol, including prescription, legal, and illegal drugs or alcohol. Licensee shall require all of the Licensee Parties to comply with this Section.

16. Final Agreement; Amendments. This document is the entire and complete agreement of the Parties. There are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties hereto or displayed by either Party to the other with respect to the subject matter hereof, including without limitation any prospectus or invitation to bid, and none thereof shall be used to interpret or construe this Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both Licensor and Licensee in order to be effective and binding.

17. Endangered Species. Streams and other waterways located on the Property are or may be inhabited by species of salmon and steelhead that are listed as threatened or endangered under the ESA. Under the ESA, it is unlawful to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any endangered species and certain threatened species. This includes significant habitat modification or degradation that actually kills or injures fish by significantly impairing essential behavioral patterns. The use by Licensee and Residents of the Property must be undertaken in a manner consistent with the ESA.

18. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signatures appear on the following page]

The Parties have executed this Agreement as of the Effective Date.

LICENSOR:

Pacific West Timber Company (Washington) LLC, a
Delaware limited liability company

By: Campbell Global, LLC, a
Delaware limited liability company
Its: Authorized Agent

By: _____
Name: _____
Title: _____

LICENSEE:

Pacific County, a(n)
a municipality of the State of Washington

By: _____
Name: _____
Title: _____

Exhibits

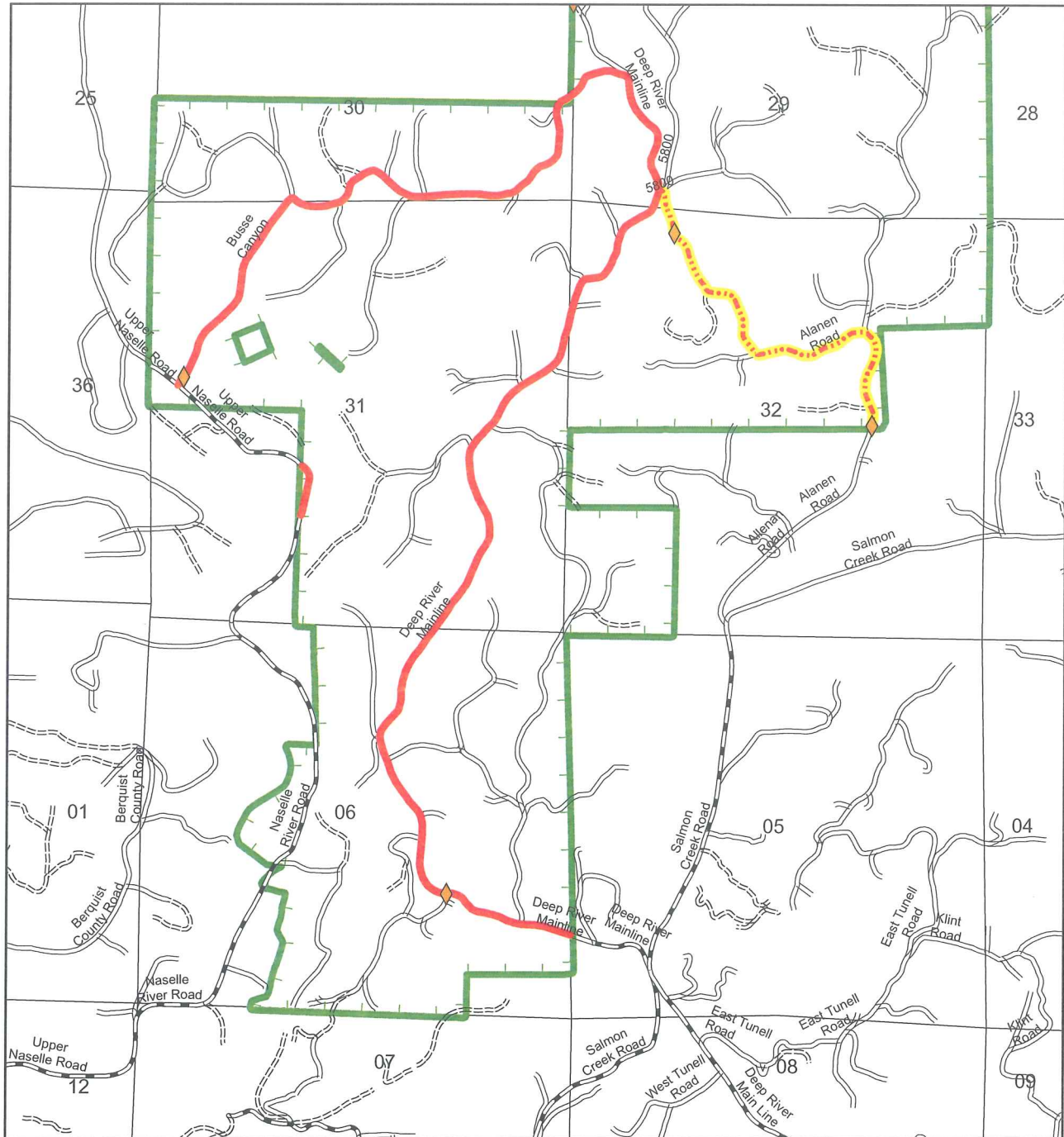
A – Roads and Property

EXHIBIT A
Roads and Property

Pacific County Road License Exhibit A



T10N R08W Sec. 06
T11N R08W Sec. 29, 30, 31, 32



1 inch = 2,000 feet





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:
7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

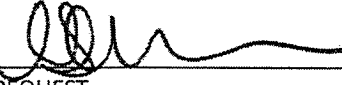
☐ OTHER: _____

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: DPW | DIVISION (if applicable): ERR - Shop |
| OFFICIAL NAME & TITLE: Andi Harland | PHONE / EXT: 2274 |
| SIGNATURE:  | DATE: 7/20/16 |
| NARRATIVE OF REQUEST Request approval to purchase approved budget item - Equipment Shed from Michael J. Hogg Barns for a not to exceed amount of \$33,500 including tax and delivery. Three bids provided. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of equipment shed from Michael J. Hogg Barns in an amount not to exceed \$33,500, including sales tax and delivery, subject to adequate budget appropriations | |

Equipment Rental & Revolving - ER&R: Public Works (Fund 502)

Total Budget: Expenditure Overview By Category

| Category | Historical Data | | | | | 2015 | | 2016 | | B |
|--------------|-------------------|-------------------|-------------------|-------------------|------------------|---|--------------------------------|----------------|---------------------|---|
| | 2011 Actual \$ | 2012 Actual \$ | 2013 Actual \$ | 2014 Actual \$ | 4-yr. Avg. \$ | Total Budget \$ Including All Amendments | Actual \$ Through 9-30-2015 | Baseline \$ | Dept. Request \$ | |
| Personnel | 477,406.84 | 500,048.00 | 497,611.13 | 568,502.33 | 515,892 | 597,370 | 393,103.06 | 591,290 | 591,290 | |
| Operating | 1,022,918.93 | 1,131,461.27 | 1,269,138.97 | 1,434,058.61 | 1,214,395 | 1,756,404 | 1,076,749.61 | 1,757,028 | 2,195,238 | 2 |
| Capital | 516,323.24 | 489,501.27 | 388,417.29 | 513,473.44 | 476,929 | 335,200 | 200,633.95 | - | 1,124,253 | 1 |
| Debt Service | - | - | - | - | - | - | - | - | - | |
| Grand Total | 2,016,649.01 | 2,121,010.54 | 2,155,167.39 | 2,536,034.38 | 2,207,216 | 2,688,974 | 1,670,486.62 | 2,348,318 | 3,910,781 | 4 |

| FY2016 Equipment < \$5,000 | Dept. Request | Budget |
|----------------------------|---------------|---------------|
| Communications | | |
| Bench tool and instruments | 5,000 | 5,000 |
| Computer Services | | |
| Computer Replacements | - | 50,000 |
| Backup media/tapes | 8,000 | 8,000 |
| Software/tools/cables | 3,500 | 3,500 |
| Total | 16,500 | 66,500 |

| FY2016 Capital Outlays | Dept. Request |
|--|------------------|
| Communications | |
| Replace 48 VDC battery KO | 15,000 |
| Replace roof (Naselle) | 15,000 |
| Tower analysis (Holy Cross) | 15,000 |
| Replace DPW radio (Holy Cross) | 12,000 |
| Replace DPW radio (Megler) | 12,000 |
| Replace DPW radio (Naselle) | 12,000 |
| Computer Services | |
| HVAC for new server room | 15,000 |
| Back up network switch | 10,000 |
| Two computers | 7,000 |
| Equipment | |
| Jet Vac (1/2 Roads, 1/2 Flood Control) | 196,000 |
| Additional Depreciation for ROADS | 179,453 |
| Replace #242 | 110,000 |
| PCSO Vehicles | 100,000 |
| Replace #080 | 75,000 |
| New paving machine | 70,000 |
| Replace #033 | 70,000 |
| DCD Vehicles | - |
| Replace #062 | 35,000 |
| Replace #064 | 35,000 |
| Replace #085 | 30,000 |
| Long Beach Shop | |
| Equipment Shed | 50,000 |
| Main entrance remodel | 6,000 |
| Small shed (blow up) room | 3,000 |
| Replace window upstairs | 800 |
| Naselle Shop | |
| Fix paint and siding | 10,000 |
| Recase windows | 6,000 |
| Bird block | 5,000 |
| Pulley removed | 1,000 |
| Raymond Shop | |
| Pave parking lot | 12,000 |
| Gate | 7,000 |
| Paint eaves | 4,000 |
| Back stairs | 2,000 |
| Paint roll ups | 2,000 |
| Garage doors slip off track | 1,000 |
| Replace front door | 1,000 |
| Total | 1,124,253 |

Metal Barn

Michael J. Hogg
 Danny H. Hogg
 1441 King Rd, Winlock WA 98596

360-785-3147
 877-975-4404

www.hoggsmetalbarn.com

NAME: Tom Grattis DATE 3-7-16

ADDRESS: 318 NE 2nd Street Long Beach WA

ADDRESS OF BUILDING: SAME

PHONE H: 360 948-8721 CELL WK

Size of building 36x98x14 Misc. Information

Overhangs 18"

Main Doors 1

Sliders

Overhead Doors OPTION 7 - 12x12 NON INSULATED

Overhead Doors

Vapor Barrier only

Insulated Vapor Barrier in Roof 2" INSULATION ROOF ONLY

Insulated Vapor Barrier in Walls

Windows 2

Light Panels 0

Plans YES

Engineering YES #1

Concrete floor NO #2

Deluxe Trim Package YES #3

Gutters NO #4

Misc. 3 - sided building kit \$16,998.00

Misc. " " " erected add \$17,000 Total

(4 sided building kit \$29,865)

Material Total 4 sided building erected add \$21,168

Concrete quality + girts = Select Structural 28k PSI Kilo Dried

Labor framing of walls = commercial girt (stronger than barn girt)

Shipping

Subtotal

Sales Tax Tax Not Included yet

TOTAL

Tom Gradt

From: Tom Gradt
Sent: Tuesday, February 16, 2016 9:02 AM
To: 'northwestmetalbuildings@gmail.com'
Cc: Mike Collins
Subject: storage building

No response back

David,

Pacific County Public Works is looking at getting a storage building this year at our Long Beach, WA. Shop. We would need some quotes to move forward, one for a kit price and one for your install price. We will do the ground site levelling.

1. 36'x98'x14' pole building, 3 sided, painted metal peaked roof with sidewalls, 18" overhang, insulated roof, 14' bay spacing and one man door on the 36' end. (kit and your install)
2. Same as above, but with the overhead doors added (4 sided). (kit and your install)

Here's the design criteria from the building inspector.

Wind speed is 100mph, 3 second gust
Wind exposure is "C"
Seismic is D2
Snow load is 25lbs.

Thank You

Tom Gradt
Operations Manager
Pacific County Public Works

Tom Gradt

From: kimball fosnacht <rochesterlumber@msn.com>
Sent: Friday, February 19, 2016 4:34 PM
To: Tom Gradt
Subject: RE: 36x98x14 pole building

36x98x14 pole building. Engineered, 18" overhang, 1- walk in door, 29 gauge painted metal roof and wall, insulated roof and wall, 7-12x12 insulated doors. This would be a materials only price. The door company may want some travel time for the distance. Price with out tax is \$32,0220.91. With tax is \$34,552.72. Thank you.

Kimball Fosnacht

Kit only

Rochester Lumber Inc - True Value Hardware
19523 Sargent Rd SW/ PO Box 219
Rochester, WA 360-273-5213
RochesterLumber@msn.com

From: rochesterlumber@msn.com
To: tgradt@co.pacific.wa.us
Subject: RE: 36x98x14 pole building
Date: Tue, 16 Feb 2016 13:52:25 -0800

Thanks, I will send it to get a preliminary to see the best way to construct the building

Kimball Fosnacht

Rochester Lumber Inc - True Value Hardware
19523 Sargent Rd SW/ PO Box 219
Rochester, WA 360-273-5213
RochesterLumber@msn.com

From: tgradt@co.pacific.wa.us
To: rochesterlumber@msn.com
Subject: Re: 36x98x14 pole building
Date: Tue, 16 Feb 2016 21:36:41 +0000

Sorry, It's for Pacific County Dept. of Public Works

Sent from my iPhone

On Feb 16, 2016, at 11:09 AM, kimball fosnacht <rochesterlumber@msn.com> wrote:

Long Beach

In December of 2015 I met with Tom Hart of Supervision Construction at the Long Beach shop for the quote of a storage building (36'x98'x14'). I gave Mr. Hart my business card with my cell phone, email and mailing address. I never did hear back from him for a quote.

Tom Hart

Mike Collins

From: Tom Gradt
Sent: Thursday, May 21, 2015 11:41 AM
To: Mike Collins; Andree Harland
Subject: Fwd: 36x98x14 pole building

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Sent from my iPhone

Begin forwarded message:

From: kimball fosnacht <rochesterlumber@msn.com>
Date: May 21, 2015 at 11:37:39 AM PDT
To: "tgradt@co.pacific.wa.us" <tgradt@co.pacific.wa.us>
Subject: 36x98x14 pole building

Tom,

36x98x14 pole building. 3-sided, painted metal roof and walls, 18" overhang, insulated roof, 14' bay spacing, screws, nails. I included a estimated cost of engineering. I did figure this building to the best of my knowledge with out engineering. I came up with a cost of \$18,366.79 w/o tax. \$19,817.77 with tax. Thank you.

Kimball Fosnacht

Rochester Lumber Inc - True Value Hardware
19523 Sargent Rd SW/ PO Box 219
Rochester, WA 360-273-5213
RochesterLumber@msn.com



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:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): ERR

OFFICIAL NAME & TITLE: Andi Harland

PHONE / EXT: 2274

SIGNATURE: _____

DATE: 7/20/16

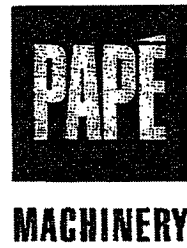
NARRATIVE OF REQUEST

Request approval to surplus equipment number 191-2002 Olympic Trailer. This trailer was replaced in the 2015 budget request.

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

Approve surplus of 2002 Olympic Trailer in accordance with Personal Property Inventory Procedures

VC4585



PLEASE REMIT TO:
PAPE MACHINERY
PO BOX 5077
PORTLAND, OR 97208-5077

BRANCH: 01

PACIFIC COUNTY
DEPT OF PUBLIC WORKS
PO BOX 66
SOUTH BEND WA 98586

CUSTOMER#
314637

SHIP TO- PACIFIC COUNTY
DEPT OF PUBLIC WORKS
PO BOX 66
SOUTH BEND WA 98586
360.875.9368

INVOICE# PM 172296 S
INVOICE DATE- 12/02/15
CUST ORDER#-33805B
SHIP-
DEPT OF PUBLIC WORKS
PO BOX 66
SOUTH BEND WA 98586
360.875.9368

| DESCRIPTION / SERIAL NUMBER | AMOUNT |
|--|-----------|
| ONE (1) NEW, 2016 TRAILING TK50RB 30' ROLLBACK TRAILER. | 52,194.00 |
| INBOUND FREIGHT | 1,500.00 |
| ****SERIAL # 1TKC03735GM129197 SEQ- 0 MAKE-TK MODEL-TK50RB | |

| | | | |
|--------------|----------------------|---------|----------------------|
| ARR #: 11358 | OPEN DECK TK50RB ROL | 11368 | HYDRAULICS&CONTROLS |
| 11361 | DECK LENGTH 30' DECK | 11363 | DECKING 1 3/8" APITO |
| 08182 | WHEEL FINISH INSD 6. | 08192 | WHL FINISH OTSD 6.75 |
| 10058 | SPARE WHEEL NO SPARE | 07904 | TIRE SIZE 215/75R17. |
| 10059 | SPARE TIRES NO SPARE | 08027 | PAINT OFF WHITE S722 |
| 66159 | SPECIAL PRICING TK50 | PM64248 | |

94100 (64)
#192

| | | |
|---------------------|----------------------------|-----------|
| | SUBTOTAL | 53,694.00 |
| INQUIRIES CONTACT: | FEDERAL EXCISE TAX | 6,115.32 |
| JEFF GARDNER (0116) | | |
| PORTLAND | | 6,115.32 |
| (503) 289-1103 | | |
| | TAX-PACIFIC SOUTH BE 7.90% | 4,241.83 |
| | ** NET AMOUNT DUE | 64,051.15 |

PAYMENT TERMS: NET 10 UPON RECEIPT

SETTLEMENT METHOD: DATE- 12/14/15

503-289-1103
fax: 503-283-4549

Papé Machinery, Inc.
1425 NE Columbia Blvd, Portland, OR 97211
www.papemachinery.com



HITACHI

Morbark Breaker Technology, Inc. Fecon
Trail King Industries Dynapac Leeboy
Waratah Sakai, Inc. Finn Terex



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:

7/26/2016

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

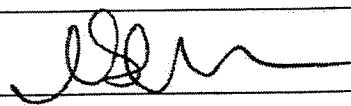
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

| | |
|---|---------------------------------------|
| DEPARTMENT/OFFICE: DPW | DIVISION (if applicable): Roads/Flood |
| OFFICIAL NAME & TITLE: Andi Harland | PHONE / EXT: 2274 |
| SIGNATURE:  | DATE: 7/20/16 |
| NARRATIVE OF REQUEST Request approval to purchase approved budget item - 2012 Kenworth T800 Vac Truck from Enviro-Clean Equipment Inc. This equipment will be paid for 50% Flood and 50% Roads. Three bids attached. Total including tax \$257,754.00. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of 2012 truck from Enviro-Clean Equipment, Inc. in an amount not to exceed \$257,754, including sales tax, subject to adequate budget appropriations | |

Name of Contractor: _____

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

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

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

Road Fund: DPW (Fund 104.310)

Total Budget: Expenditure Overview By Category

| Category | Historical Data | | | | | 2015 | | 2016 | |
|--------------------|---------------------|---------------------|---------------------|---------------------|------------------|---|--------------------------------|------------------|------------|
| | 2011 Actual \$ | 2012 Actual \$ | 2013 Actual \$ | 2014 Actual \$ | 4-yr. Avg. \$ | Total Budget \$ Including All Amendments | Actual \$ Through 9-30-2015 | Baseline \$ | De Req |
| Personnel | 1,760,801.40 | 1,788,173.92 | 1,836,861.25 | 1,980,953.09 | 1,841,698 | 2,311,192 | 1,543,120.06 | 2,366,993 | 2.4 |
| Operating | 2,516,537.73 | 2,639,402.19 | 3,426,942.12 | 4,239,345.40 | 3,205,557 | 4,130,864 | 2,848,168.47 | 4,142,147 | 4.2 |
| Capital | - | 830,871.13 | 542,048.51 | 1,001,230.50 | 593,538 | 2,703,001 | 743,639.94 | - | 2.1 |
| Debt Service | - | - | - | - | - | - | - | - | - |
| Grand Total | 4,277,339.13 | 5,258,447.24 | 5,805,851.88 | 7,221,528.99 | 5,640,793 | 9,145,057 | 5,134,928.47 | 6,509,140 | 8.8 |

| | Dept. Request | Budget |
|--------------------------------------|------------------|---------------|
| FY2016 Equipment < \$5,000 | | |
| Misc. Equipment Less Than \$5,000 | 8,600 | 8,600 |
| Gas-powered jackhammer | 4,500 | 4,500 |
| Total | 13,100 | 13,100 |

| | |
|--|------------|
| FY2016 Capital Outlays | F |
| Capital Expenditures - Projects | |
| Sandridge Road | 7 |
| Safety Enhancement - Guardrail | 5 |
| Rue Creek Road | 4 |
| Safety Enhancement - Sandridge | |
| Safety Enhancement - Signs | |
| Parpala Road Slide | |
| South Nemah Bridge | |
| Misc. Culvert Replacement | |
| Misc. Safety Improvement | |
| Capital Expenditures | |
| Jet Vac (1/2 Roads, 1/2 Flood) | |
| New Paving Machine | |
| Replace #033 | |
| Replace #064 | |
| Replace #085 | |
| Replace #062 | |
| Replace #090 | |
| Less Available Depreciated Reserves | (|
| Total | 2,1 |

Flood Control: Public Works (Fund 108)

Total Budget: Expenditure Overview By Category

| Category | Historical Data | | | | | 2015 | | Baseline |
|--------------------|-------------------|-------------------|-------------------|-------------------|------------------|---|--------------------------------|----------------|
| | 2011 Actual \$ | 2012 Actual \$ | 2013 Actual \$ | 2014 Actual \$ | 4-yr. Avg. \$ | Total Budget \$ Including All Amendments | Actual \$ Through 9-30-2015 | |
| Personnel | 66,494.39 | 31,135.77 | 66,380.76 | 70,279.70 | 58,573 | 88,205 | 38,518.30 | 95,198 |
| Operating | 130,675.11 | 114,447.78 | 176,296.78 | 174,437.60 | 148,965 | 398,209 | 264,191.13 | 398,579 |
| Capital | - | - | - | - | - | 66,165 | - | - |
| Debt Service | 34,148.68 | 33,986.84 | 33,825.00 | 33,663.16 | 33,906 | 33,664 | 33,406.91 | 33,664 |
| Grand Total | 231,318.18 | 179,570.39 | 276,502.54 | 278,380.46 | 241,444 | 586,243 | 336,116.34 | 527,441 |

| | Dept. | |
|-----------------------------|--------------|--------------|
| FY2016 Equipment < \$5,000 | Request | Budget |
| Laptop computer | 3,500 | 3,500 |
| New traps; repair old traps | 1,500 | 1,500 |
| Total | 5,000 | 5,000 |

FY2016 Capital Outlays

Jet Vac (1/2 Road Fund)

Sid Snyder to 67th St (55th Lane to Taret)

41st Street Culvert

Sid Snyder Culvert Replacement

Tide West Outfall Pipe Replacement

SR 103 Drainage (near 105th Lane)

259th Loomis Outfall (Engineering Only)

Relocate S. County Outfall to 315th (Engineering Only)

Total

Pacific County, Washington

Enviro-Clean Equipment, Inc.

2395 NW Eleven Mile Ave
Gresham, OR 97030

Ph: 503.491.3393

Fax: 503.491.2283

www.envirocleanequip.com

Quote

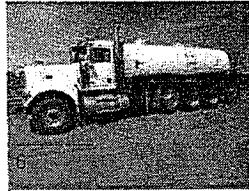
| Date | Quote # |
|-----------|---------|
| 7/14/2016 | 4703 |

| Name / Address |
|---|
| Pacific County PW Attn: Glenn McCully 318 NE 2nd Street Long Beach, WA 98631 |

| Qty | Description | Total |
|---|--|---|
| 1 | Used Vac-Con Model VPD4016LHUN/850 mounted on a 2012 Kenworth T800 VIN INKDX7TX7CJ302820 Unit to Include: 400' Sewer Hose Standard Tube Package 2 Standard Cleaning Nozzles 1 Floor Cleaning Nozzle Additional WA State Vehicle Use Tax Long Beach, WA State Sales Tax | 238,000.00 714.00 19,040.00 |
| Quote is good for 30 days; thereafter, prices may be subject to change. | | Total \$257,754.00 |

Fuel
Type
Gas...
Axles
2X4

Updated: Jul-13-2016

**2015 PETERBILT 389 VACUUM TRUCK****\$172,000**

2015 PETERBILT, 388, Heavy Duty Trucks
- Tank Trucks - Vacuum, Paccar MX13, 18
Spd, USED 2015 100BBL Quad axle
vacuum truck with ONLY 8,711 miles on it.
Paccar MX13L engine, with an 18 speed
manual transmission, air trac suspension,
dual exhaust, dual SS breathers, full locking
rear ends. T...

☐ Compare ☐ Save

Condition Hunter Truck Sales and
Used Service (Uniontown)
Mileage Smithfield, PA
8711 (Map)
Engine (855) 221-9530
Size
12.9L
Fuel
Type
Diesel

Updated: Jul-14-2016

Get a CarFax
Record Report

2015 KENWORTH T-800 VACUUM TRUCK

Recently Reduced

**\$349,000**

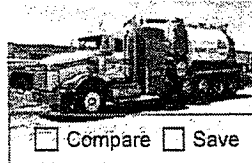
2015 KENWORTH T-800, 2015 Kenworth
T800 Tri Drive Chassis Combo VAC,
Cummins ISX 15 525HP, 18 speed, Neway
Air Ride Suspension, 38" AeroCab Sleeper.
DOT Code 407/412 3200 Gallon Stainless
Steel Combovac Truck, NVE 5314 1600
CFM PD Vacuum Blower, Fully enclosed,
insulated and heated Va...

☐ Compare ☐ Save

Condition FlowMark
New Kansas City, KS
Fuel (Map)
Type (855) 805-7182
Diesel

Updated: May-29-2016

2013 KENWORTH T800 VACUUM TRUCK**\$295,000**

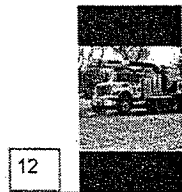


2013 Kenworth T800, 2013 T800 KW with Foremost (SVS-1600) F3 HydroVac unit. Truck has 38,369 miles, 2,687 hrs, Blower (Roots 721 DVJ) 1,018 hrs, Wtr Pump (Cat 3560) 761 hrs, Boiler (no hr mtr). Hydra Tech 4" Hydraulically driven Sludge Pump, 700,000 btu Hotsy Boiler, 13 yard debris...

Condition Private Seller
Used Yellow Jacket, CO
Fuel
Type (505) 592-3990
Diesel

Updated: Jun-17-2016

2012 INTERNATIONAL WORKSTAR 7500 VACUUM TRUCK



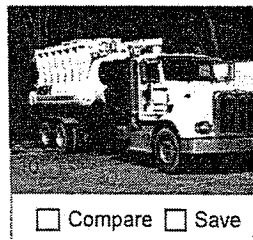
\$220,000

2012 International WORKSTAR 7500, Vac Con Model VPD12LXHA/1300 hydro Excavator. Serial # 12116062. \$220000, 6184475714...

Condition Private Seller
Used Shipman, IL
Fuel
Type (618) 447-5714
Diesel
Axles
3

Updated: Apr-29-2016

2012 PETERBILT 367 VACUUM TRUCK



\$224,000

2012 Peterbilt 367, One 2012 Peterbilt Model 367 Chassis - 64,000 lb. GVWR 425 HP Cummins ISX Engine 425 HP @ 1800 RPM 1550 lb-ft Torque @ 1200 RPM 11.9 Liter Displacement 2010 EPA and CARB approved selective catalyst regeneration emissions system Cummins integral engine compression brake Dual 13 ...

Condition Private Seller
Used Leechburg, PA
Mileage (888) 488-6460
14376
Fuel
Type
Diesel

Updated: May-17-2016

2010 FREIGHTLINER COLUMBIA SEPTIC

\$102,500

2010 FREIGHTLINER COLUMBIA, ** In Production New Heavy Duty 5000 Gallon U.S Tank (Meets ASME Y14.5m Code) w/ 5 Year Warranty, New Jurop LC-420 Liquid



REQUESTED MEETING DATE:

7/26/16

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 12

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

| | |
|---|---------------------------|
| DEPARTMENT/OFFICE: Department of Public Works | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer | PHONE / EXT: 3368 |
| SIGNATURE: <u>Michael Collins</u> | DATE: <u>7-14-16</u> |
| NARRATIVE OF REQUEST | |
| Award the Gould Rd Culvert Replacement Project to Ken Miller Enterprises in the amount of \$24,239.52. | |
| Bids were received from Ken Miller Enterprises of Grayland in the amount of \$24,239.52; Brumfield Construction Inc. of Westport in the amount of \$129,034.36; Anderson Construction of Menlo in the amount of \$30,774.60. All bids include WA state sales tax. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| Award of the Gould Road Culvert Replace Project to Ken Miller Enterprises in the amount of \$24,239.52, including sales tax, subject to adequate budget appropriations | |

Name of Contractor: _____

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

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

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$24,239.52

TOTAL TAX: \$1,795.52

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

PROPOSAL FOR GOULD RD CULVERT REPLACEMENT

FROM: KEN MILLER ENTERPRISES, INC
(Name of Company) dba Miller Dirt.comPROPOSALS DUE: July 14th, 2016 at 12:00 P.M.LOCATION: GOULD RD-GRAYLAND, WADELIVER BIDS TO: The Pacific County Department of Public Works
211 N Commercial St, Raymond, WA 98577

PROPOSAL INSTRUCTIONS

1. All bids submitted shall use this proposal form, signed and dated by a company representative.
2. Unit prices for all items, all extensions, and total amount of bid should be shown.
3. The unit costs will include labor, equipment, hauling and disposing of all materials.

| Item | Quantities | Description | Unit Cost | Total Bid Amount |
|------|------------|------------------------------|-----------|---------------------|
| 1 | L.S. | Gould Rd Culvert Replacement | L.S. | \$ <u>22,444.00</u> |
| | | SALES TAX @ <u>8.0</u> % | | \$ <u>1795.52</u> |
| | | TOTAL BID | | \$ <u>24,239.52</u> |

Acknowledged Receipt of Add'd # & # _____ Signed [Signature] Date 7/13/16
Signature of Agent

The undersigned hereby certifies that they have examined and thoroughly understand the specifications, work, and contract terms embraced in this proposal, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this "Proposal".

[Signature] 7/13/16
Signature of Agent and Date360 267 3812
Telephone Number3555 LARKIN RD
Mailing Address360 267 7320
Fax NumberGRAYLAND WA 98547
City, State, ZipRoyal Hyls & Lemay
Disposal Site of Materials
(depends on day time of R.H. is open or not)

GOULD RD CULVERT REPLACEMENT bid opening 7/14/16

| BIDDER NAME, ADDRESS AND TELEPHONE NUMBER | | Base Bid Amount | Sales Tax | Total |
|---|--|-----------------|-------------|---------------|
| Ken Miller Enterprises 3555 Larkin Rd. Grayland, WA 98567 | | \$ 22,444.00 | \$ 1,795.52 | \$ 24,239.52 |
| Brumfield Construction Inc PO Box 1768 Westport, WA 98595 | | \$ 119,476.26 | \$ 9,558.10 | \$ 129,034.36 |
| Anderson Construction PO Box 198 Menlo, WA 98561 | | \$ 28,495.00 | \$ 2,279.60 | \$ 30,774.60 |
| | | | | |



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:

07/26/16

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Flood Control Zone District No. 1

DIVISION (if applicable): Flood

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 7-20-16

NARRATIVE OF REQUEST

Execute by Chairman of Board the State of Washington Parks and Recreation Commission Seashore Conservation Area Drainage/Bio-Swale Easement and Agreement #E444444PAC1 for 170th area drainage.

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

Approve Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC1 with State of WA Parks and Recreation Commission pertaining to 170th area drainage and authorize Chair to sign

| | |
|---|--|
| Name of Contractor: _____ | |
| Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): Seashore Conservation Area - Drainage/Bio-swale Easement and Agreement #E444444PAC1 | |
| Indicate type: | |
| <input checked="" type="checkbox"/> Intergovernmental/Interagency | <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract |
| <input type="checkbox"/> Memorandum of Understanding/Agreement | <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract |
| Contractor Type (check all that apply): | |
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |
| Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form. | |
| TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation): | |
| Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) | |
| <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000) | |
| Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids) | |
| Services / Leases: | |
| <input type="checkbox"/> Architectural & Engineering | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) | <input type="checkbox"/> Lease (Real |
| <input type="checkbox"/> Telecomm & Data Processing | <input type="checkbox"/> Other (Describe) : |
| To be located at: _____ | |
| Exceptions to Bidding (Please provide appropriate documentation): | |
| <input type="checkbox"/> Insurance/Bonds | <input type="checkbox"/> Emergency Event (Purchases/Public Works) |
| <input type="checkbox"/> Single (Sole) Source Purchase* | <input type="checkbox"/> Special Facilities/Market Conditions |
| *Resolution Required | |
| <input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") | |
| Please attach the following: | |
| - Copy of Intergovernmental Agreement with other agency | |
| - Confirmation that vendor agrees to participation | |
| - Documentation that contract was awarded in compliance with bidding law | |
| - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice | |
| <input type="checkbox"/> RFP | <input type="checkbox"/> RFQ |
| <input type="checkbox"/> Franchise | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Inventory Acquisition/Disposal |
| <input type="checkbox"/> Tort Claim | <input type="checkbox"/> Call for Bids |
| <input type="checkbox"/> Open Space/Timber Classification | <input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required) |
| <input checked="" type="checkbox"/> Other (please describe): Agreement | |
| 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 #: 108 XXX.XXX.XX.XX |
| EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No | Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | DESCRIBE MATCH: |
| MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | AMOUNT OF MATCHING FUNDS: |

**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director**

**Seashore Conservation Area
Drainage/Bio-swale Easement and Agreement # E444444PAC1**

THIS AGREEMENT is made this ____ day of _____, 2016, between the State of Washington, acting through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantor (hereafter "State") and **Pacific County Department of Public Works on behalf of Flood Control Zone District No. 1**, (hereafter "Grantee").

AUTHORITY

State is acting under those authorities granted to State and described under RCW 79A.05.070, and Washington State Parks and Recreation Commission action of September 16, 2013. The easement granted hereunder is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to observe and perform faithfully and fully (collectively, the "Agreement").

1.0 EASEMENT

- 1.1 Conveyance. State, for the consideration described in Section 1.4 Consideration below, hereby conveys to Grantee a non-exclusive, non-divisible easement over a parcel of land in Pacific County legally described as set forth in Exhibit A and located approximately as shown on Exhibit B (hereafter "Easement Area").
- 1.2 Access. State conveys to Grantee a non-exclusive, non-divisible easement for the purpose of access to the Easement Area. This Access Easement shall be considered part of the Easement Area and is legally described as set forth in Exhibit A and located approximately as shown on Exhibit B. State will at all times have the right to erect fences on, over or across the Easement Area or any part thereof and to occupy the Easement Area with State's facilities and equipment; provided, however, that State provides alternate access points to Grantee.
- 1.3 Term. This easement shall be for a term of forty (40) years from the date of last signature unless earlier terminated as set forth herein.
- 1.4 Consideration – Lump Sum Payment.

Grantee shall pay the sum of \$400.00 as consideration for the easement granted herein. Payment shall be due upon execution of this Agreement by Grantee; this Agreement shall not be valid until payment is made to State.

- 1.5 Appurtenant Easement. The easement granted herein shall be deemed appurtenant to real property in Pacific County, Washington, located approximately as shown in Exhibit B and legally described as set for in Exhibit A, attached hereto and by this reference incorporated herein, and known as the **Plat of Orth's View Tract No. 2** (hereinafter "Benefited Parcel"). The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein.
- 1.6 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area for **drainage/bio-swale** ("Facilities" herein) subject to Grantee obtaining and at all times possessing all applicable federal, state and local permits and to serve only the Benefited Parcel. Grantee may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to paragraph 6.10 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.
- 2.2 Grantee's Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger the public or State's operations or facilities.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including, but not limited to, the right to remove resources within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably interfere with Grantee's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantee's rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantee of such election.
- 3.2 Use of Area by State. Grantee has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of such facilities already existing; and (c) construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property, and State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State shall not be liable to Grantee for any increased cost to Grantee of maintenance, repair or replacement of its Facilities due to State's use and development of the property.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 INSURANCE. Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.
- 4.2 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.
- 4.3 Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- 4.4 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).
- 4.5 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.
- 4.6 Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.

- 4.7 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

- 5.1 Plan of Development. At least thirty (30) days prior to any development or the construction of any and all Facilities, Grantee shall submit a completed Plan of Development to the Capital Projects Program Manager at State for his/her written approval and verification. State's approval will be contingent upon acceptance of the Plan of Development by the applicable authorities. The Plan of Development shall include, without limitation, the following:
- a) Map showing areas to be developed, file reference #E444444PAC1, location of Facilities and location of utility and other easements;
 - b) Land clearing, leveling and erosion control plans;
 - c) Specific physical characteristics, technical specifications and components of Facilities;
 - d) Schedule of completion dates for Facilities components; and
 - e) Detailed description of activities to be conducted in the Easement Area.

No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

- 5.2 Unauthorized Improvements. All improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination under paragraph 6.9 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State or at State's option, may be required to be removed by Grantee at Grantee's sole cost.
- 5.3 Timber and Vegetation Removal. Except as required by paragraph 5.8, Weed Control, no timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition, including but not limited to replacement of any such timber or vegetation to State's reasonable satisfaction.
- 5.4 Damage. Grantee, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.

- 5.5 Restoration. Upon completion of the work authorized herein, Grantee shall immediately restore the surface of the Easement Area as required by State.
- 5.6 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.
- 5.7 Response to an Emergency. Nothing contained herein shall prevent Grantee from responding to an emergency relating to the Facilities on the Easement Area, provided Grantee immediately provide written notice to State of said action.
- 5.8 Weed Control. Grantee shall control, at its own cost, all noxious weeds on the Easement Area. Such weed control shall comply with county noxious weed control board rules established under RCW 17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control shall be approved in writing by State prior to beginning such activities. Aerial spraying is not permitted.
- 5.9 Aerial Application. The aerial application of pesticides, insecticides and herbicides is prohibited.
- 5.10 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.
- 5.11 As-Built Survey. Upon State's request, Grantee shall promptly provide State with as-built drawings showing the location of the Facilities on the Easement Area.
- 5.12 Work Standards. All work performed by Grantee shall be in accordance with the Plan of Development submitted to and approved by State and shall be completed in a careful and workmanlike manner to State's satisfaction, free of claims or liens. Upon completion of construction, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work.

- 5.13 Removal of Improvements and Equipment. All Facilities which remain upon the Easement Area sixty (60) days from the termination or forfeiture of this Agreement, shall become the property of State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or forfeiture of this Agreement, Grantee shall be entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment and other property not permanently affixed upon the land by Grantee shall remain Grantee's property but shall be removed within sixty (60) days after the termination or forfeiture of this Agreement.
- 5.14 Inspectors. State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry on any work unless it has given such notice thereof as State has requested so as to allow for the presence of State's inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State's inspectors, including without limitation, cessation of work, and Grantee's construction contracts shall so provide. Grantee shall promptly pay State's charge for such inspectors, including salary, lodging and travel expenses.
- 5.15 Archaeology. In the event archaeological, cultural or historic resources are found or unearthed during any work or construction, Grantee shall comply with the provisions of RCW 27.44 and RCW 27.53 and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, Grantee shall stop work and notify State.
- 5.16 Appearance of the Property. Grantee shall keep the Easement Area in a neat, clean, sanitary and safe condition, and shall keep the Easement Area, the Facilities and all items therein installed by Grantee in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse and waste material so as not to constitute a nuisance, in adequately covered containers, which are not visible to the general public.
- 5.17 Monitoring. Grantee shall test and monitor the Facilities required by the appropriate regulatory authority or by State. Test results shall be submitted to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities system.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, and regulations in effect, both current and future, for the design, construction, maintenance, operation or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole expense.

In addition to compliance with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which State deems necessary for prevention and suppression of fire resulting from construction operations.

- 6.2 Ownership and Maintenance of Facilities. The facilities authorized herein shall be continuously owned and maintained by Grantee at Grantee's sole expense.

- 6.3 Forfeiture. In the event that any portion of the Easement Area is not used by Grantee for the purpose for which it was granted within a period of two (2) years from the day and year first above written, Grantee's rights within the Easement Area shall revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said two (2) year period and upon such additional terms and conditions as may be specified by State; such terms and conditions shall include State's right to modify the consideration due State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Should Grantee cease to use the Easement Area for the purposes specified herein for a period of two (2) years, it shall notify State of such nonuse; and the rights granted herein shall revert to State.

- 6.4 Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area shall immediately revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into.

- 6.5 Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.

PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State, its authorized agents, officers or employees and (b) Grantee, its authorized agents, contractors or employees, or involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee or Grantee's authorized agents, contractors or employees.

- 6.6 Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month, or fraction thereof, until paid.

- 6.7 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce Grantee's obligations under the terms of this agreement, in addition to any other relief to which the State may be entitled, Grantee shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Thurston County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.

- 6.8 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Or email **LandProg@parks.wa.gov**
Ph: (360) 902-8500
Fax: (360) 902-8840

If to Grantee:

Pacific County Department of Public
Works
211 North Commercial Street
Raymond, WA 98577
360-875-9368

Or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to file #E444444PAC1 in the subject line of the correspondence.

- 6.9 Breach or Default. If Grantee breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after Grantee has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, Grantee has not commenced such correction and thereafter continued same with reasonable diligence. Upon such termination, all Facilities on the Easement Area shall be forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination will continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee shall not relieve Grantee of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or hereunder, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.10 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

- 6.11 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing, executed by the parties hereto, and neither State nor Grantee shall be bound by verbal or implied agreements.
- 6.12 Discrimination. Grantee shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.
- 6.13 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting Grantee's use of the Easement Area. Grantee understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.
- 6.14 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 6.15 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement shall be construed as depriving State of the right to insist on strict performance of such provision or any other provision in the future. No waiver by State of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by State.
- 6.16 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee.. In addition to the remedies provided in this Agreement, State shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 6.17 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 6.18 State's Consent. Except in the case of assignment and purpose of the easement, State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.

6.19 Recording. Upon full execution, Grantee shall promptly record this Agreement in Pacific County and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By _____

Name _____

Title _____

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By _____

Peter Herzog, Assistant Director

Under Commission delegated authority of September 26, 2013

Approved as to form only:

BOB FERGUSON
Attorney General

By /s/Mark Schumock 8/28/2003
MARK SCHUMOCK
Assistant Attorney General

GRANTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank Wolfe, Chairman of the Board of Pacific County Commissioners to me known to be the individual who executed the foregoing document and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 20 ____.

Notary Public in and for the State of Washington
residing at _____
My commission expires _____

**WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT**

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of Washington
residing at _____
My commission expires _____

EXHIBIT A

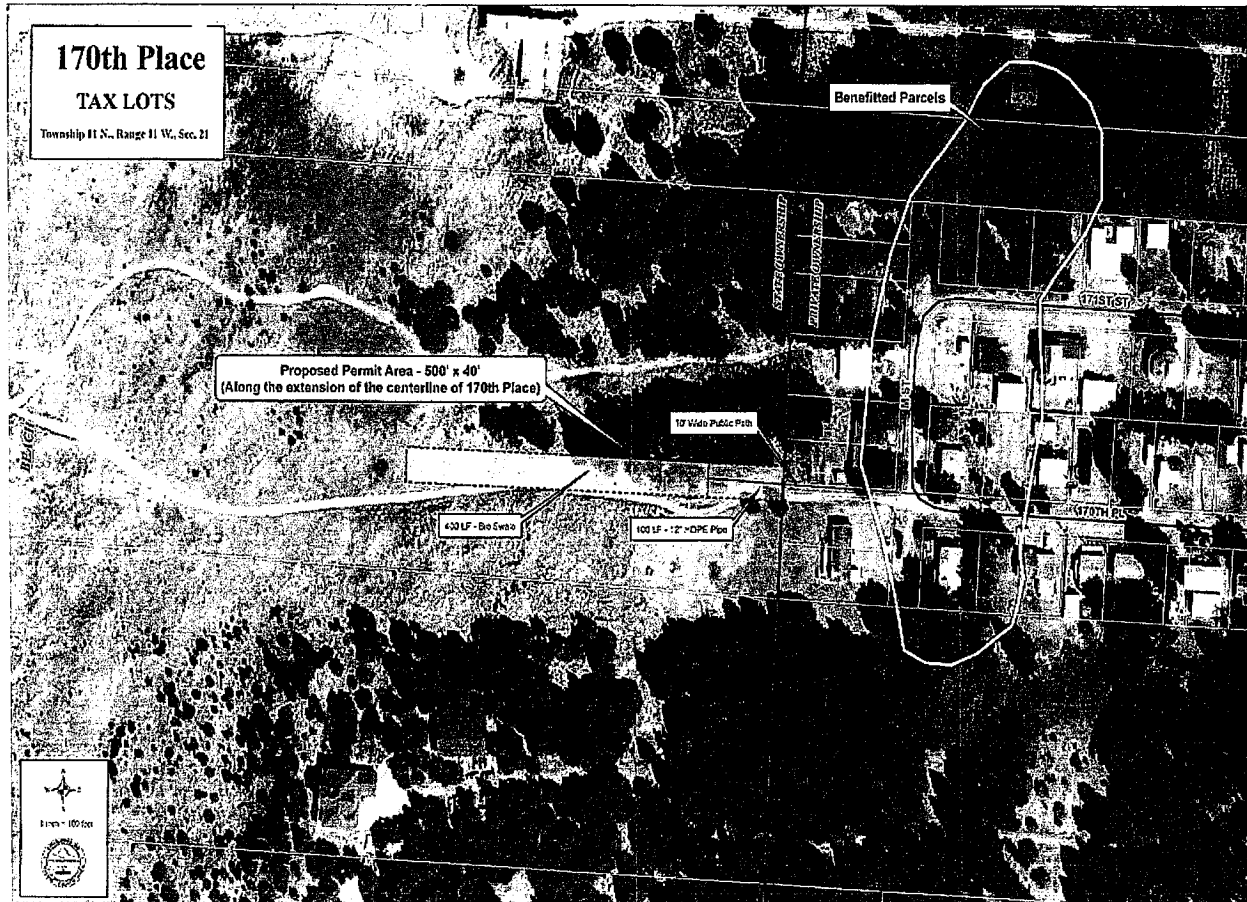
LEGAL DESCRIPTION OF EASEMENT AREA

A portion of the Sea Shore Conservation area just west of the Plat of Orth's View Tract No. 2 in Section 21 Township 11N Range 11W WM Pacific County Washington

Situated in Pacific County, WA

EXHIBIT B

MAP OF EASEMENT AREA





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

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

REQUESTED MEETING DATE:

07/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCCA ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 07/20/2016

NARRATIVE OF REQUEST

Request approval of Inter-Agency Agreement U16-018 for the purchase and installation of an All Hazard Alert Broadcast Siren in the area bounded by Stringtown Road, Captain Robert Gray Drive and Ortelius Drive. Also request chair to sign.

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

Approve Interagency Agreement with WA State Military Department for the All Hazards Alert Broadcast (AHAB) Warning Siren for Ilwaco and authorize Chair to sign

INTERAGENCY AGREEMENT

All Hazards Alert Broadcast (AHAB) Warning Siren for the Ilwaco Area of Pacific County

Washington State Military Department
Camp Murray, Building #20, M.S. TA-20
Tacoma, WA 98430-5122
(253) 512-7017
Contact: Maximilian Dixon
maximilian.dixon@mil.wa.gov

AND

Pacific County
Emergency Management Agency
300 Memorial Drive PO Box 101
South Bend, WA 98586
Contact: Scott McDougall
smcdougall@co.pacific.wa.us
(360) 875.9338

Maximum Amount: \$0 Beginning Date: June 15, 2016 Expiration Date: June 15, 2026

This Agreement is made and entered into by and between the Washington State Military Department, Emergency Management Division hereinafter referred to as the (Department) and Pacific County Emergency Management Agency hereinafter referred to as the (Contractor).

INTRODUCTION: The Department, through the Earthquake/Tsunami Program provides public awareness and education in regards to preparing for and surviving a natural or man-made disaster event. The Department, through the availability of federal funds will pay for the cost to purchase and install an All Hazards Alert Broadcast (AHAB) Warning Siren that provides both tone and voice alert and notification devices for any hazardous situation. This siren will be placed in the Ilwaco area of Pacific County. Federal Signal is the sole source vendor that has designed and developed the Department's AHAB Warning System. This state-of-the-art outdoor warning system notifies those within hearing distance of the sirens of a natural or man-made disaster. Funding Source: NA15NWS4670024 CFDA #11.467.

STATEMENT OF WORK:

The Contractor Agrees To:

- 1) The installation of the All Hazards Alert Broadcast (AHAB) Warning Siren will be the intersection of Capt Gray Drive and Ortelius Drive.
- 2) Complete AHAB Survey Attachment 2.
- 3) Provide Department Environmental and Historical Preservation (EHP) Attachment 3
- 4) Upon satisfactory installation, the siren will become the property of the Contractor. AC power hook-up will be provided by Pacific County Emergency Management Agency to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Contractor unless power is able to tie into existing electrical service. Battery replacement will additionally become the responsibility of the Contractor.
- 5) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network or internet, prompt reporting of any routine testing problems to the Department, and weed control within a 10 foot radius of the siren if applicable.
- 6) If the siren will be installed in a locked area, issue a key to Department Telecommunications section to allow them access to the area for times employees are unavailable to open the compound for needed work.

- 7) Agrees that the triple controlled siren will be activated by either the Department or the contractor. The Contractor agrees to use the siren for only routine testing and real emergency incidents. The Contractor activates the siren with their local radio system, internet, and controller. The contractor authorizes the Department to transmit a Tsunami Warning EAS message using the satellite control system installed in the State EOC to activate the siren after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.
- 8) The tsunami warning message will read: "THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. A TSUNAMI CAN CAUSE DANGEROUS FLOODING. IF YOU ARE IN A LOW COASTAL AREA YOU ARE AT RISK AND MUST MOVE TO HIGHER GROUND OR INLAND NOW. DO NOT RETURN UNTIL DIRECTED TO DO SO. CLOSELY MONITOR LOCAL RADIO STATIONS FOR ADDITIONAL INFORMATION. THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. MOVE TO HIGHER GROUND OR INLAND NOW."
- 9) Will participate in all statewide tests/drills that involve the use of sirens whether it be monthly tests or the annual ShakeOut drill.

The Department Agrees To:

- 1) Purchase and install the siren from Federal Signal for approximately \$47,900 and within 30 days of the satisfactory installation of the above referenced warning siren pay Federal Signal for the siren and installation.
- 2) Provide all maintenance and parts to the controller box and satellite system. The Department agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.
- 3) Send out daily status report to Contractor. Routinely test the siren with the satellite control system, automatically monitor alarms, silent test the siren, immediately report any intrusions to the Contractor's Primary Law Enforcement agency, troubleshoot and repair any major siren malfunctions as rapidly as possible.
- 4) The Department's Telecommunications section will schedule trained and certified siren technicians to troubleshoot and to make repairs. Contractor will be kept informed of all actions taken to repair.
- 5) The Department agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

This Statement of Work listed above and the General Terms and Conditions (Attachment 1) govern the rights and obligations of the parties to this contract.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below.

BY: _____ Date
Richard A. Woodruff,
Contracts Officer
Washington State Military Department

BY: _____ Date
Frank Wolfe, Chair
Board of County Commissioners
Pacific County
TIN# 91-6001356

Washington State Military Department
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**--As used throughout this agreement, the following terms shall have the meaning set forth below:
 - a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
 - b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and agreements and represent the Department as signed and directed by The Adjutant General.
 - c. **"Contractor"** shall mean Pacific County Emergency Management Agency and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
 - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this agreement through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. **ACCESS TO PUBLIC RECORDS**
 - a. The parties acknowledge that the both parties are subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the parties relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. Access to Data – Each party shall provide access to data generated under this agreement to the other party and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**
 The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this agreement. Contractor shall not invoice the Department in advance of delivery of such goods or services.

4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the "ADA" 28 CFR Part 35.**
 The parties must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

5. **ATTORNEY'S FEES**
 In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY**
 If federal funds are the basis for this agreement, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency. If requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for

this agreement shall be incorporated into this agreement by reference. Further, the Contractor agrees not to enter into any arrangements or contracts related to this agreement with any party without checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Contractor also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding_Agencies/DebarredContractors/). The Contractor also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

7. CONTRACTOR NOT EMPLOYEE OF AGENCY

The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

8. COMPLIANCE WITH APPLICABLE LAW

The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the agreement in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.

9. CONFLICT OF INTEREST

The Department may, by written notice to the Contractor, terminate this agreement if it is found after due notice and examination by The Adjutant General or his Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this agreement.

10. CONTRACT MODIFICATIONS

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor may, from time to time, request changes to the agreement. Any such changes that are mutually agreed upon by the parties to this agreement shall be incorporated herein by written amendment to this agreement. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that any other understandings or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.

11. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

12. DATE COMPLIANCE

If applicable to this agreement, the Contractor is responsible for ensuring that all materials and equipment installed as part of this agreement shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

13. DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

14. DISPUTES

Except as otherwise provided in this agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the Parties hereto. Each Party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs, and share equally the cost of the third board member.

15. GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County. The Contractor, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

16. LICENSING AND ACCREDITATION STANDARDS

Unless exempt from registration by law, the Contractor shall complete registration with the Washington State Department of Revenue, comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this agreement (see RCW 19.02 for state licensing requirements/definitions), and be responsible for payment of all taxes due on payments made under this agreement. The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations. Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.

17. LIMITATION OF AUTHORITY -- "Authorized Signature"

Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the authorized person.

18. LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn from a party, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, that party may immediately terminate the agreement in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this agreement under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.

19. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of

Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises that are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this agreement. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%.

20. NONASSIGNABILITY

Neither this agreement, nor any claim arising under this agreement, nor the work to be provided under this agreement, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

21. NONDISCRIMINATION

During the performance of this agreement, the parties shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The parties shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The parties shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, 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. Statement of Work.
- c. General Terms and Conditions.
- d. Any other provisions of the contract incorporated by reference.

24. PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the agreement and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

25. PUBLICITY

The Contractor agrees to submit to the Department all advertising and publicity matters relating to this agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

26. RECAPTURE OF FUNDS

In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this agreement, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees from the Contractor.

27. RECORDS, MONITORING AND AUDIT ACCESS

- a. The Contractor shall perform under the terms of the agreement and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the agreement.
- b. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this agreement for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records with respect to all matters covered in this agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this agreement. Such rights last for six (6) years from the date final payment is made hereunder.

- d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this agreement.

28. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

29. RIGHTS IN DATA

The parties hereto agree that all works originating from this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the agreement, but which does not originate there from, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement.

The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this agreement.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The contractor must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 to any work produced, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

30. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

31. SITE SECURITY

While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

32. SUBCONTRACTING

All subcontracts entered into pursuant to this agreement shall incorporate this agreement in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this agreement and after original contract award, without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this agreement.

In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Agreement.

33. TAXES

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

34. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this agreement, the Contractor may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this agreement, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this agreement, in whole or in part. If this agreement is so terminated, the Department shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the agreement, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

35. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department determines the Contractor has failed to comply with the conditions of this agreement in an acceptable and timely manner, the Department has the right to suspend or terminate this agreement. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the agreement shall be deemed terminated.

The Department reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the agreement.

In the event this agreement is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or his Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the Department provided in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

36. TERMINATION PROCEDURE

Upon termination of this agreement the Department, in addition to any other rights provided in this agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property, unless the termination is for default, in which case

The Adjutant General or his Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or his Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

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

- a. Stop work under the agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or his Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or his Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.

37. TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the agreement specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this agreement must be maintained by the Contractor and be made available to the Department upon request.

38. TREATMENT OF ASSETS

- a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the agreement, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.
- b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this agreement.

- c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.
- e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
- f. All reference to the Contractor under this clause shall include any of his/her employees or agents or subcontractors.

39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Director and attached to the original agreement.

GT&C Approved 5/5/2015

AHAB SITE SURVEY INFORMATION TEMPLATE

Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location

1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.
7. Location will be a minimum for 100' from a private residence.

Documenting Installation Location:

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

Marking Installation Location

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

Requesting Underground Utility Check


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

What happens next:

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

MAY 08 2015

MEMORANDUM FOR: The Record

FROM: Andrew Stern 
Acting Director, NWS Analyze, Forecast, and Support Office

SUBJECT: Categorical Exclusion: National Tsunami Hazard Mitigation Program (NTHMP)

NAO 216-6, Environmental Review Procedures, requires all proposed projects to be reviewed with respect to environmental consequences on the human environment. This memorandum addresses the applicability of issuing grants through the non-competitive NWS led NTHMP under Catalog for Federal Domestic Assistance number 11.467, Meteorologic and Hydrologic Modernization Development, to conduct the activities described below.

Description of Project –

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. These activities will engage emergency management and researchers in areas of interest to the tsunami community.

Effects of the Projects –

The activities promoted through this program will generate results in oceanographic modeling, tsunami forecasting, and education and outreach efforts. No substantive interactions with the environment will take place.

Categorical Exclusion –

This project would not result in any significant changes to the human environment. As defined in Sections 5.05 and 6.03.c.3(a) [Research] of NAO 216-6, this program supports one-year to three-year grants of limited size or magnitude or with only short term effects on the environment and for which any cumulative effects are negligible. As such, in my position as responsible program manager for this project, I have determined it is categorically excluded from the need to prepare an Environmental Assessment. The attached NEPA worksheet supports this position.

**Categorical Exclusion Checklist for Non-Construction
National Oceanic and Atmospheric Administration Grants**

The purpose of this checklist is to assist National Oceanic and Atmospheric Administration's (NOAA) responsible program managers (RPMs) in determining if the grant(s) they are proposing qualifies for categorical exclusion status under NOAA's National Environmental Policy Act (NEPA) guidelines. Normally, NOAA grants qualify for categorical exclusion from NEPA requirements when the environmental effects are minor or negligible. However, as stated in NOAA's guidelines for implementing NEPA (NAO 216-6; http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_216/216-6.html) at 5.05.c, under certain conditions, preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required for proposed grants when 1) a grant program is entirely new; 2) under extraordinary circumstances in which normally excluded actions may have a significant environmental impact; or 3) potential impacts associated with the grant are highly controversial. By answering the questions in this checklist, the RPM can determine whether the effects of the grant qualify for categorical exclusion, or require further NEPA documentation in the form of an EA or an EIS. This checklist should be filled out for a grant which is not automatically determined to require an EA or EIS in order to establish compliance with administrative record requirements regarding categorical exclusions (CEs).

1. Identify the NOAA Grant Project and Program:

All recommended projects (twelve total) selected under the 2015 NWS National Tsunami Hazard Mitigation Program (NTHMP) Announcement.

2. Attach a brief, but specific project description, including: the grant/award recipient, geographical location, and the scope of project(s). Does the grant involve any federal permits, or other federal agency direct involvement, activity, oversight, or funding?

Yes () No (X)

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on inundation model development, promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. Recipients selected for funding are as follows: Alaska, American Samoa, California OES, CNMI Homeland Security, Guam, Hawaii, Oregon, Puerto Rico, Texas A&M University, University of Delaware, U.S. Virgin Islands, and Washington. All work will be conducted on or in the vicinity of the organization's sites.

3. Is this an entirely new NOAA grant program?

Yes () No (X)

4. Will this NOAA grant establish a precedent or represent a decision in principle about future grant and award actions with potentially significant environmental effects?

Yes () No (X)

5. Have a number of similar grant actions been considered?

Yes () No (X)

If you answered yes to question 5, although the proposed action's effects may be individually insignificant, will its addition to existing and reasonably foreseeable actions result in cumulatively significant impacts?

Yes () No (X)

6. Could this NOAA grant have significant effects on public health or safety? Yes () No (X)

Will the proposed action:

- Create high levels of noise for an extended period of time? Yes () No (X)
- Have long or short term aesthetic effects, e.g., visual effects or effects on scenery? Yes () No (X)
- Require large amounts of outdoor lighting or create any unusual odors? Yes () No (X)
- Require large amounts of water or electricity for an extended period of time? Yes () No (X)
- Have long or short term effects on the transportation infrastructure, or create a significant increase in local traffic? Yes () No (X)

7. Could this NOAA grant have significant adverse impacts on any geographic area(s) with unique characteristics? Areas to consider include coral reefs, marine protected areas, marine sanctuaries, essential fish habitat, historic or cultural resources, park or refuge lands, wild or scenic rivers, wetlands, or ecologically significant or critical areas, including those listed on the National Register of Natural Landmarks, or listed or eligible for listing on the National Register of Historic Places. Yes () No (X)

Will the proposed action: /

- Degrade or disturb coral reefs? Yes () No (X)
 - Degrade or disturb previously undisturbed areas? Yes () No (X)
 - Affect any areas such as wetlands and flood plains? Yes () No (X)
 - Disturb archaeological or historic resources? Yes () No (X)
8. Could this NOAA grant have highly uncertain and potentially significant environmental effects or involve unique or unknown risks? Yes () No (X)

Will the proposed action:

- Potentially result in the introduction or spread of a non-indigenous species? Yes () No (X)
- Involve aquaculture activities that could result in the introduction or spread of invasive or non-indigenous species? Yes () No (X)
- Significantly impact water resources such as surface or groundwater? Yes () No (X)
- Significantly contribute to water degradation or impairment? Yes () No (X)
- Generate large amounts of hazardous waste or any toxic waste? Yes () No (X)
- Emit dangerous levels of ionizing or non-ionizing radiation? Yes () No (X)

Result (directly or indirectly) in the generation of large amounts of air pollution?

Yes () No (X)

9. Could this NOAA grant have adverse effects on species listed or proposed to be listed as Endangered or Threatened, or have adverse effects on designated critical habitats?

Yes () No (X)

10. Will this grant threaten to violate a Federal state, local, or tribal law imposed for the protection of the environment?

Yes () No (X)

11. Will this NOAA grant have highly controversial environmental effects (i.e., are the effects likely to be subject to serious scientific dispute)?

Yes () No (X)

IF YES WAS CHECKED FOR ANY OF THE ITEMS ABOVE: Please list the item number, provide additional information about anticipated effects, and contact the NEPA Coordinator at NOAA's Office of Strategic Planning (ppi.nepa@noaa.gov) as soon as possible to discuss alternatives for providing NEPA documentation.

IF NO WAS CHECKED FOR ALL OF THE ITEMS ABOVE: The grant activity may qualify for a Categorical Exclusion (CE). Please review the categories for CEs below and select the applicable category. If none apply, or if you have any questions about the applicability of the CE, please contact the NEPA Coordinator in the Office of Strategic Planning, ppi.nepa@noaa.gov.

NAO 6.03c.3(d) (see below)

| APPLICABLE? YES/NO | CATEGORY | DESCRIPTION |
|-----------------------|---|--|
| Yes. | Administrative or Routine Program Functions NAO 6.03c.3(d) | Administrative or Routine Program Functions. The following NOAA programmatic functions that hold no potential for significant environmental impacts qualify for a categorical exclusion: program planning and budgeting including strategic planning and operational planning; mapping, charting, and surveying services; ship support; ship and aircraft operations; fishery financial support services; grants for fishery data collection activities; basic and applied research and research grants, except as provided in Section 6.03b. of this Order; enforcement operations; basic environmental services and monitoring, such as weather observations, communications, analyses, and predictions; environmental satellite services; environmental data and information services; air quality observations and analysis; support of national and international atmospheric and |

| | | |
|--|--|--|
| | | Great Lakes research programs; executive direction; administrative services; and administrative support advisory bodies. |
|--|--|--|

**ENVIRONMENTAL AND HISTORICAL PRESERVATION (EHP)
COMPLIANCE TEMPLATE
Receiving Jurisdiction Responsibilities**

Funded installations must comply with all appropriate environmental regulations including the National Environmental Policy Act (NEPA PL 91-190, as amended, and once the project is identified for environmental and historical preservation (EHP) compliance review. For example, pole towers are projects that require EHP compliance review because of potential impacts related to ground disturbances, historical buildings and environmental impacts.

Local jurisdictions receiving an AHAB system are responsible for compliance with all applicable federal, state, and local regulations, codes, and standards and for securing the necessary permits and approvals.

Local jurisdictions must verify a site location has passed SEPA and NEPA compliance reviews, if required. See WSDOT, DNR and Ecology SEPA sites for guidance. Submit documentation to the POC listed on the Memorandum of Agreement. .

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

| | |
|--|------------------------------|
| NAME OF ORGANIZATION Pacific County Emergency Management Agency | DATE SUBMITTED 07/26/2016 |
| PROJECT DESCRIPTION AHAB Siren Installation | CONTRACT NUMBER U16-018 |

1. AUTHORIZING AUTHORITY

| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
|-----------|--------------------|----------------------|
| | Frank Wolfe | Chair, BoCC 2012-16 |
| | Steve Rogers | Commissioner 2012-16 |
| | Lisa Ayers | Commissioner 2014-18 |

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|-----------|--------------------|----------------------|
| | Frank Wolfe | Chair, BoCC 2012-16 |
| | Steve Rogers | Commissioner 2012-16 |
| | Lisa Ayers | Commissioner 2014-18 |

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|-----------|--------------------|-------|
| | | |
| | | |



REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____


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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

| | |
|--|---------------------------|
| DEPARTMENT/OFFICE: Commissioners Office | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board | PHONE / EXT: |
| SIGNATURE:  | DATE: 7/14/2016 |
| NARRATIVE OF REQUEST | |
| With the passage of Engrossed Substitute Senate Bill 6605, it will be necessary for us to re-establish our Solid Waste Advisory Committee. ESSB 6605 added representation for the agriculture community. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| Adopt Resolution 2016-_____ re-establishing the Solid Waste Advisory Committee | |

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2016 - _____

**A RESOLUTION RE-ESTABLISHING THE
PACIFIC COUNTY SOLID WASTE ADVISORY COMMITTEE**

WHEREAS, Chapter 70.95.165 RCW requires each county to establish a local solid waste advisory committee; and

WHEREAS, Engrossed Substitute Senate Bill 6605 amended representation on the Solid Waste Advisory Committee (SWAC) to include the agriculture community; and

WHEREAS, it is the desire of the Board of Pacific County Commissioners to clarify the structure of the Solid Waste Advisory Committee, membership, roles and responsibilities; now therefore

BE IT HEREBY RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, that the Pacific County Solid Waste Advisory Committee be in accordance with Chapter 70.95.165 RCW and the attached By-Laws of the Committee.

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

_____ YEA _____ NAY; _____ ABSTAIN; and _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Franke Wolfe, Chairman

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

BY-LAWS OF THE PACIFIC COUNTY SOLID WASTE COMMITTEE

NAME

The committee shall be known as, “The Pacific County Solid Waste Advisory Committee” hereafter SWAC.

PURPOSE

The purpose and charge of the SWAC shall be to:

- A. Advise Pacific County on all aspects of solid waste management planning.
- B. Assist Pacific County in the development of programs and policies concerning solid waste management.
- C. Review and comment on proposed solid waste management rules, policies or ordinances prior to their adoption.
- D. Advise Pacific County on other solid waste matters as assigned by the Board of County Commissioners.

COMPOSITION AND TERMS

SWAC shall consist of nine (9) members and shall represent a balance of interests including, but not limited to, citizens, public interest groups, business, the waste management industry, agriculture, and local elected public officials. Members shall be appointed by the Board of Pacific County Commissioners.

SWAC members shall serve for two (2) calendar years (January through December). Upon establishment of SWAC five (5) members shall serve two (2) years, four (4) members shall serve one (1) year. Length of committee members’ terms shall initially be determined by lot. Members may be appointed at the pleasure of the Board of County Commissioners.

OFFICERS AND DUTIES

There shall be a Chair, Vice Chair, and Secretary of the Committee. Officers will be elected by the Committee sitting in regular, open, public meetings.

Officers of the Committee shall serve for one year from the date of election. No officer shall serve for more than two consecutive terms.

The Chair will preside over Committee meetings and coordinate the development of the agenda with staff representatives of the Pacific County Department of Community Development. The Chair will sign all correspondence originated by the Committee on behalf thereof.

The Vice Chair will preside over Committee meetings in the absence of the Chair.

The Secretary will be responsible for keeping the official record of proceedings of the Committee.

The Committee may remove any officer whom the elect by the following procedure:

Any member of the Committee may offer a motion for removal at a meeting. If the motion is seconded, it will be considered and voted on at the next regular meeting of the Committee. Approval of a motion for removal will require a two-thirds majority of the members present and voting.

COMMITTEE

The Chair may appoint such standing and ad hoc committees as may be considered useful and appropriate to investigate any matter of interest to the Committee.

ABSENCES

A Committee member who accrues three consecutive, unexcused absences from regular meetings may be removed from the Committee by the Chair with the concurrence of the majority of the members.

MEETINGS

Regular meetings of the SWAC will take place on the third Tuesday of every quarter at 10 a.m. The meetings will be established by the majority vote of the Committee. All regular and special meetings of the Committee shall be held in a place that is open and easily accessible to the public. The Committee is subject to, and will conform with, the provisions of RCW 42.30, the State Open Meetings Act.

QUORUM

A quorum is required to be present before the Committee can take action. A simple majority of the appointed members of the Committee shall constitute a quorum.

REPORTS, RECOMMENDATIONS, AND CORRESPONDENCE

Reports, recommendations, and correspondence submitted to the Board of County Commissioners shall be forwarded on behalf of the majority of the members over the signature of the Chair. Minority reports, if any, shall be attached to, and forwarded with such reports, recommendations, or correspondence without comment by the chair.

CONDUCT OF MEETINGS

The meetings agenda will be constituted as follows:

1. Call to order
2. Roll call
3. Minutes of previous meeting(s)
4. Old business
5. New business
6. Public forum: five (5) minute limit at the pleasure of the Chair;
extension at the pleasure of SWAC members in attendance.



REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

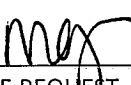
☐ OTHER: _____

DISTRIBUTION LIST:

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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: Commissioners Office | DIVISION (if applicable): Bds/Coms |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board | PHONE / EXT: |
| SIGNATURE:  | DATE: 7/14/2016 |
| NARRATIVE OF REQUEST: We have received two applications for appointment to the vacant position on the Fair Board; one from Elaine Delanoy and the other from Roger Smith | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the appointment of _____ to the vacant position on the Fair Board, effective immediately | |

PACIFIC COUNTY FAIR BOARD (Meets 3rd Monday of each month)

Resolution 2012-004 (*Resolution #99-117, modified by 2000-075, 2005-017-RESCINDED*)

(3-year term)

TERM EXPIRES

1. 9/30/2016 John Gruginski (reappt 10/01, 9/07, 10/10, 9/2013)
2. 9/30/2017 Katie Auble (appt 9/8/2015)
3. 9/30/2018 Mary Doubek (appt 12/2011, reappt 10/2012, 9/2015)
4. 9/30/2017 Kathy Zeigler (appt 1/2016)
5. 9/30/2018 Val Rowe (appt 12/2013, 2015)
6. 9/30/2016 Marcy Walden (appt 12/2012, 9/2013)
7. 9/30/2017 *Vacant*
8. Ex-Officio* Fair Manager-Dotsi Graves
9. Ex-Officio* Maintenance Manager-Jerry Doyle (temporary-part time)
10. Ex-Officio* Pacific County Chair Agent-WSU Extension

**Ex-Officio members have non-voting status*



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:

7/26/16

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCCA 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"/> 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): Fund 126-.09 Funding

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 7-19-16

NARRATIVE OF REQUEST

Attached for your consideration is a .09 (Public Facilities Improvement-Fund 126) contract with the EDC for \$5000 to complete a dredging impact study. This project was recommended for funding by PCOG.

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

Move to approve .09 Contract in the amount of \$5000 with the EDC to complete an Economic Impact Analysis to the Four Ports and Pacific County of Channel Dredging subject to signature by the EDC.

Name of Contractor: EDC

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract between Pac Co and EDC to complete Economic Impact Analysis to the Four Ports and Pac Co of channel dredging

☐ **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: _____ economic impact analysis

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 #: 126 .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

Between
PACIFIC COUNTY, WASHINGTON
And

THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL
ECONOMIC IMPACT ANALYSIS TO THE FOUR PORTS AND PACIFIC COUNTY
OF CHANNEL DREDGING

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Pacific County Economic Development Council, 600 Washington Avenue, Raymond, Washington, 98577 (the “RECIPIENT”).

WHEREAS, the RECIPIENT is eligible for funding for personnel expenditures through Public Facilities Improvement Fund 126 in accordance with Chapter 82.14.370(3)(a) RCW; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148-A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under Chapter 82.14.370(3)(a) RCW to finance personnel in economic development offices; and

WHEREAS, the Pacific County Council of Governments has recommended that this expenditure be provided with public facility financial assistance from the COUNTY; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for personnel expenditures to perform services as listed in Section 3. Scope of Work.

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

1. FUNDING

Up to five thousand dollars (\$5,000) for the time period July 1, 2016-March 31, 2017, has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’s personnel or contract expenses incurred specific to the completion of an economic impact analysis (EIA) report that identifies and analyzes the economic value added by each of the four Ports (Chinook, Ilwaco, Peninsula and Willapa Harbor), and the economic impact to each Port individually and collectively, and Pacific County as a whole, if channel dredging does not occur.

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only. **Final billing and reports must be received by the County on or before March 31st, 2017. Any billings received after that date will not be honored.**

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for personnel and contract service expenses to complete Section 3, Scope of Work.

3. **SCOPE OF WORK**

Funding shall only be used to complete an economic impact analysis report that identifies and analyzes the economic value added by each of the four Ports, and the economic impact to each Port individually and collectively, and Pacific County as a whole, if channel dredging does not occur.

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty-five (45) days of billing.

As a provision for receiving funding, the RECIPIENT shall provide the following with every request for reimbursement:

- A. Copy of personnel time sheets or contractor invoices for work outlined in Section 3. Scope of Work
- B. Copy of Completed Report specified in Section 3. Scope of Work with final reimbursement request

5. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of July 2016. It will continue in effect through the 31st day of March 2017 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

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

- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **EMPLOYMENT RELATIONSHIPS**

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

11. **INDUSTRIAL INSURANCE COVERAGE**

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

12. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT 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 RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.
- B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.
- C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENTS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants,

agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.

- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

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

17. **SEVERABILITY**

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

18. **DISPUTE RESOLUTION**

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

19. **GOVERNING LAW AND VENUE**

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

20. **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.

21. **ADMINISTRATION**

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

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: Paul Philpot, Executive Director
Pacific County EDC
600 Washington Street
Telephone: (360) 875-9330

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
Pacific County EDC

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Paul Philpot, Executive Director

Frank Wolfe, Chair

Steve Rogers, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney's Office

WSBA#



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:

7/26/16

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 7-13-16

NARRATIVE OF REQUEST

Attached for your consideration is a special employment agreement with Tim Crose promoting him from DCD Assistant Director to Director. The agreement will be effective August 1, 2016 through December 31, 2018.

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

Move to approve special employment agreement with Tim Crose as Director of the Department of Community Development effective August 1, 2016.

Name of Contractor: Tim Crose

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

☐ **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: _____ special employment agreement

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

EMPLOYMENT AGREEMENT

DIRECTOR OF COMMUNITY DEVELOPMENT

THIS AGREEMENT made and entered into by and between the Board of Pacific County Commissioners ("BOARD") through its County Administrative Officer ("ADMINISTRATOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Tim Crose (DIRECTOR), 2222 Fowler Road, Raymond, Washington 98577, for the purposes and subject to the terms and conditions set forth herein:

I. DUTIES AND RESPONSIBILITIES

The DIRECTOR is employed to direct the operations of the COUNTY's Department of Community Development by (a) administering its budget, personnel, equipment, and facilities; (b) monitoring its contracts and agreements to ensure compliance with applicable policies and regulations, (c) initiating related and necessary program development and planning activities, (d) analyzing a wide range of related proposals and services, and (e) performing such related duties and functions that the BOARD or its ADMINISTRATOR shall from time to time assign.

The DIRECTOR represents that he is a licensed septic inspector in Washington State, and will maintain such in good standing during the term of this AGREEMENT and any extensions. Failure to maintain such license shall be cause for suspension with or without compensation, and/or immediate termination of the DIRECTOR without provision of the notice and/or compensation specified in Article VI Term/Termination of this AGREEMENT.

The DIRECTOR will participate in the development and revision of COUNTY goals and objectives, programs, policies and procedures. He will maintain close working relationships with other COUNTY officials to promote efficient and harmonious achievement of BOARD objectives, and to assist with resolving problems affecting various COUNTY operations.

The parties to this AGREEMENT understand that in all respects and at all times, the DIRECTOR is not an independent contractor. The DIRECTOR realizes and accepts the fact that he is responsible to, under the direction of, and serves at the pleasure of the BOARD with his activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations and COUNTY policies.

It is understood that the DIRECTOR will likely have to make unpopular decisions which may benefit some while negatively affecting others for the public's health, safety and welfare, or to comply with regulations. It is further understood that as a public servant the DIRECTOR is vulnerable to criticisms,

whether justified or not. The BOARD agrees to exercise patience and to reserve judgment until the facts are known.

The DIRECTOR will operate with appreciable latitude for independent actions and decisions commensurate with demonstrated ability and he recognizes that errors in judgment could result in substantial impact upon the COUNTY.

II. HOURS OF WORK

The parties to this AGREEMENT understand and agree that this position is full time and exempt from provisions of the Federal Fair Labor Standards Act (FLSA) and from collective bargaining representation. This position often requires the DIRECTOR to work before and beyond the scheduled business hours and occasionally on weekends and holidays.

It is further understood and agreed that the DIRECTOR will not accrue the annual (vacation) and/or medical (sick) leaves that other COUNTY employees accrue pursuant to various labor agreements and personnel policies. However, as long as the duties herein described are performed satisfactorily, the DIRECTOR may be absent for vacations and/or medical reasons, including caring for immediate family members, or he may work less than the scheduled business hours without penalty.

III. COMPENSATION

For the services rendered pursuant to this AGREEMENT the COUNTY will provide the DIRECTOR with a monthly salary of six thousand two hundred and twenty dollars (\$6,220).

Effective January 1st, 2017, the COUNTY will provide the DIRECTOR with a monthly salary of six thousand four hundred and fifty-eight dollars (\$6,458).

Effective January 1st, 2018, the COUNTY will provide the DIRECTOR with a monthly salary of six thousand seven hundred and nineteen dollars (\$6,719).

The DIRECTOR's salary will be paid to him at the same time, and in the same manner, in which the COUNTY's non-represented employees receive their compensation, except that in all cases payment of his salary shall be made to the DIRECTOR OF COMMUNITY DEVELOPMENT via direct electronic deposit.

IV. FRINGE BENEFITS

Except as described in Article II, HOURS OF WORK, the DIRECTOR is entitled to all the benefits enjoyed by other COUNTY non-represented employees. These benefits include, but are not limited to,

regular contributions to Social Security (FICA/OASI), the Public Employees Retirement System, State industrial insurance/medical aid, unemployment insurance, and life and health insurance.

The DIRECTOR will be covered by and participate in social security (FICA/OASI), the Public Employees Retirement System, and the state industrial insurance/medical aid, and unemployment insurance programs. The COUNTY will contribute to these programs on behalf of the DIRECTOR in the same manner and to the same extent as for other non-represented COUNTY employees.

The COUNTY will provide a health (medical, dental, and vision) and life (term life and accidental death or disability) insurance program, or contribute to a VEBA account, for the DIRECTOR and his eligible dependents to the same extent as other non-represented COUNTY employees.

V. OTHER CONDITIONS

The COUNTY will furnish the DIRECTOR with suitable office space, necessary office supplies and equipment, support and clerical services, and access to personal computing and other data processing and records management equipment to assist his with fulfilling the duties noted herein. It is understood that COUNTY property is to remain with the COUNTY upon severance of the DIRECTOR.

The parties to this AGREEMENT agree that this position's incumbent must retain his primary residence within the jurisdictional boundaries of Pacific County during the duration of this AGREEMENT and any extensions.

The COUNTY will reimburse the DIRECTOR for use of his personal vehicle when used for COUNTY business in the same manner and to the same extent as the COUNTY'S other non-represented employees. The DIRECTOR shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this contract and any extension(s), and shall provide proof of such to the COUNTY upon request. Alternately, the COUNTY may elect to furnish a COUNTY vehicle to the DIRECTOR for his use in fulfilling his duties. The DIRECTOR shall maintain a Washington State driver's license and shall notify the COUNTY within 24 hours of any lapse or revocation of that license.

The parties agree that the need exists for the DIRECTOR to keep abreast of professional development including budget, personnel, resource, grant, and project management methods, legislation pertinent to local government, and to maintain professional contacts, attend professional meetings, and to participate in professional organizations. In addition, the parties agree that the need exists for the DIRECTOR to maintain pertinent state licenses and registrations, and acknowledge that maintenance of said licenses and registrations requires continuing education. Within budget

limitations, the COUNTY will pay the membership dues to those organizations that contribute to the DIRECTOR's continued professional development and improved performance and to support the costs for his travel to attend their meetings, conferences and training programs.

VI. TERM/TERMINATION/REVERSIONARY RIGHTS

This AGREEMENT shall be effective the 1st day of August 2016 and will continue in full force and effect through December 31, 2018. In the event either party to this AGREEMENT desires to terminate or modify the provisions of this AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of one hundred and twenty (120) days prior to the expiration date. If there is no such notice of termination, this agreement will continue thereafter on an annual basis until the proper written notice to terminate or modify is provided.

This provision will not prevent the parties from amending this AGREEMENT by mutual written consent. This provision will not prevent, limit or otherwise interfere with the BOARD's right to terminate the services of the DIRECTOR or the DIRECTOR's right to resign from employment with the COUNTY.

If the BOARD desires to terminate the DIRECTOR and he is willing to continue to fulfill his duties, the COUNTY will provide (a) written notice at least six (6) months prior to the date of official discharge, (b) a lump sum payment equal to the DIRECTOR's next six (6) month's compensation (including fringe benefits), or (c) a combination of written notice and lump sum payment that when added together meets the six (6) month requirement.

If the DIRECTOR desires to voluntarily resign from employment with Pacific County, he shall furnish written notice of at least sixty (60) days prior to the date he intends to separate from employment with the COUNTY.

If the DIRECTOR is found guilty of a felony, the BOARD may, within its discretion, terminate this AGREEMENT without compensating payment to the DIRECTOR. The BOARD or its agent must personally serve or send by certified mail, return receipt requested, written notice to the DIRECTOR, setting forth with specificity, the grounds for termination at least ten (10) days before the effective termination date. This notice provision does not limit the authority of the BOARD to temporarily suspend the DIRECTOR or to relieve him from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the actions. With the exception of termination as a result of his having been found guilty of a felony, if the BOARD notifies the DIRECTOR of an action to terminate him without compensation, to

suspend him, or to relieve him from duty, with or without pay, he may ask for arbitration as set forth in Article XII-DISPUTES, by filing a request in writing with the BOARD within twenty (20) days of being personally served with written notice of the BOARD's action, or within twenty (20) days of the BOARD sending written notice by certified mail, return receipt requested.

VII. SAVINGS AND SEVERABILITY

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

VIII. NON-DELEGATION

The services to be furnished under the terms of this AGREEMENT shall be performed by the DIRECTOR personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

IX. LEGAL RELATIONS, INDEMNIFICATION AND INSURANCE

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortuous conduct of the DIRECTOR while performing or in good faith purporting to perform his official duties to the same extent as if he were a private person or corporation. Whenever a claim, action or proceeding for damages is brought against the DIRECTOR, his beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform his official duties, he/they may request the BOARD to authorize the defense of the action or proceeding at the expense of the COUNTY. If the BOARD, or the COUNTY using the evaluation procedure established by Resolution No. 93-128A or its replacement, finds that the acts or omissions of the DIRECTOR were or in good faith purported to be within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment or settlement, including punitive damages, against the DIRECTOR, his beneficiary or heirs, shall be paid on approval of the BOARD or by an approval procedure created by resolution of the BOARD.

If the BOARD and the DIRECTOR disagree as to whether the COUNTY should authorize the defense of an action or proceeding at the COUNTY's expense or whether the COUNTY should pay to settle any claim or resulting monetary judgment arising out of the tortuous conduct of the DIRECTOR

while performing or in good faith purporting to perform his official duties, the dispute shall be submitted to arbitration as set forth in Article XII – DISPUTES.

The COUNTY will maintain continuously for the term of the AGREEMENT, at its own expense, general, automobile, employment liability, and professional liability insurance, or self-insurance on an occurrence policy basis, for the services and activities provided by the DIRECTOR. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

X. SOLICITATION OF CONTRACT

The DIRECTOR warrants that he has not employed or retained any company or person to solicit or secure this contract, and that he 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 shall have the right to rescind this contract without further liability.

XI. OWNERSHIP OF DOCUMENTS

The DIRECTOR agrees that all systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this AGREEMENT shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

XII. 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 DIRECTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the DIRECTOR agrees to make them promptly available to the COUNTY. If the DIRECTOR 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 DIRECTOR shall clearly identify any specific information that he 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 DIRECTOR 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 DIRECTOR (a) of the request and (b) of the date that such information will be released to the requester unless the DIRECTOR obtains a court order to enjoin that disclosure

pursuant to RCW 42.56.540. If the DIRECTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The DIRECTOR may only use privately owned communication devices (whether telephone, computer or other) for COUNTY business if the records created by that COUNTY business can be accessed by the COUNTY to fulfill public records requests.

XIII. DISPUTES

The parties agree that disputes concerning interpretation of the meaning of any of the terms of this AGREEMENT, scope of the duties to be performed under this AGREEMENT, or other question relating to the performance of the terms of this AGREEMENT shall be subject to arbitration according to the following procedures; however, the parties agree to make reasonable attempts to resolve disputes before moving forward with arbitration:

Either party may initiate arbitration. The initiating party must first provide the other written notice of such setting forth with specificity the nature of the dispute. Within fifteen (15) days of receiving a notice requesting arbitration, each party will choose a selector. The two (2) selectors chosen will, within fifteen (15) days of both being chosen, select a disinterested third person to serve as the arbitrator who is capable, willing and prepared to conduct the hearing and render the written decision within the specified time limits. If the time frames are not met, the Pacific County Superior Court Judge will select the arbitrator. A "day" will be as defined in the County Civil Rules.

The COUNTY agrees to pay for the services of an arbitrator at a rate not to exceed one hundred dollars (\$100) per hour up to a total amount which shall not exceed three thousand dollars (\$3,000). However, if an arbitration proceeding is initiated by the DIRECTOR and the arbitrator determines that the position of the DIRECTOR is frivolous; the DIRECTOR shall pay for the arbitration services.

The arbitrator is empowered to determine all issues including employment duties and employment status during the pendency of the arbitration. The arbitrator will be allowed to make temporary decisions regarding the dispute; provided that the arbitrator will conduct a formal hearing to take testimony concerning the dispute before reaching a final decision. The Washington State Rules of Evidence shall not apply, but the parties shall have the opportunity to present relevant evidence, to call witnesses, and to cross examine adverse witnesses.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall decide the dispute by issuing a written decision; otherwise, either party may re-initiate the arbitration process, in which case the present arbitrator will be released from further duty without compensation. The arbitrator's

decision will be final and binding upon the parties hereunder and enforceable, if necessary, in a court of law.

XIV. ATTORNEYS FEES AND COSTS

In the event either party files a lawsuit in any trial or appellate court seeking enforcement of an arbitrator's decision, the filing party, if successful, shall be entitled to costs of suit, court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year so noted.

Department of Community Development BOARD OF COUNTY COMMISSIONERS

Director PACIFIC COUNTY, WASHINGTON

Tim Crose 7-13-16

Tim Crose

Date

Frank Wolfe, Chair

SSN: On file

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

APPROVED AS TO FORM:

ATTEST:

Prosecutors Office

WBA #

Marie Guernsey, Clerk of the Board



REQUESTED MEETING DATE:

7/26/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 19

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

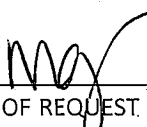
Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

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| <input type="checkbox"/> 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: 7/19/2016 |
| NARRATIVE OF REQUEST | |
| <p>On July 18, 2016 you adopted Ordinance No. 162B, which amended Section 20 of Ordinance No. 162 pertaining to the Oysterville Historic District. Attached for your consideration are the Findings of Fact and Conclusions of Law in support of 162B.</p> | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| Approve Findings of Fact #____ thru #____ and Conclusions of Law #____ and #____ in support of Ordinance No. 162B | |

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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