

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

**Tuesday, August 9, 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 regular meeting minutes of July 12 and 26, 2016

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

A

**PROCEEDINGS**

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

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

**CALL TO ORDER – 9:03 AM**

**ATTENDANCE**

Frank Wolfe, Chairman  
Steve Rogers, Commissioner  
Lisa Ayers, Commissioner (via telephone)

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Tim Crose, Community Development Asst. Director  
Scott Jacot, Juvenile Court Administrator  
Megan McNelly, Community Development Executive Asst./Office Manager  
Mary Goelz, Health & Human Services Director

**GENERAL PUBLIC IN ATTENDANCE**

Barbara Tallman  
Randy Lewis  
Fred Hill  
Tom Kollasch  
Allie Friese, Chinook Observer  
Paul Philpot, EDC Director

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

**ITEMS REGARDING GENERAL BUSINESS**

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

**Authorize the insertion of Commissioners Ayers' electronic signature on all  
necessary documents for today's meetings**

**PUBLIC COMMENT – None**

**CONSENT AGENDA**

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

**Approve the regular meeting minutes of June 28, 2016**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**MEETING CLOSED – 9:04AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Frank Wolfe, Chairman

ATTEST:

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Lisa Ayers, Commissioner

---

Marie Guernsey  
Clerk of the Board

---

Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, July 26, 2016**

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

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Andi Harland, Public Works Accounting Manager  
Dotsi Graves, Fair/Parks Manager  
Scott McDougall, Emergency Management Deputy Director  
Eric Weston, Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer

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

**PUBLIC COMMENT – None**

**CONSENT AGENDA**

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

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

**MEETING CLOSED – 9:01AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

ATTEST:

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

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

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

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

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

**August 9, 2016**

**9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

10:00 AM Great Columbia Crossing Walk/Run Assembly Permit

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

10:00 AM Workshop w/ DCD & DPW re: erosion

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

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**Call to Order**

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

**CONSENT AGENDA (Items 1-8)**

**Health & Human Services Department**

- 1) Approve Amendment #1 to Interlocal Agreement with Great Rivers Behavioral Health Organization to provide drug court coordination and community planning/coordination; authorize Director to sign
- 2) Approve Amendment #1 to Contract #2015-17 Coastal CAP with Coastal Community Action Program to provide support services for adults with developmental disabilities
- 3) Approve Amendment #1 to Contract #2015-17 Coast Rehab to provide support services for adults with developmental disabilities in South Pacific County
- 4) Approve Amendment #4 to County Program Agreement #1563-42487 with Department of Social & Health Services for Prevention Services; authorize Chair to sign
- 5) Approve Amendment #1 to Contract #2015-17 CCAP Housing with Coastal Community Action Program to provide housing services for those who are homeless or are at risk for becoming homeless

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

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

**General Business**

- 6) Approve July, 2016 payroll; total employees: 205; total payroll: \$762,697.39
- 7) Approve Vendor Claims; Warrants Numbered 133128 thru 133208 in the amount of \$305,760.36
- 8) Approve July 12 and 26, 2016 regular meeting minutes and July 18, 2016 continued meeting minutes

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 9) Consider approval of request to purchase equipment shed from Michael J. Hogg Barns
- 10) Consider adoption of Resolution 2016-\_\_\_\_\_ for the temporary closure of Gould Road for culvert replacement
- 11) Consider adoption of Resolution 2016-\_\_\_\_\_ for the temporary closure of 41<sup>st</sup> Street for culvert replacement
- 12) Consider adoption of Resolution 2016-\_\_\_\_\_ for the temporary closure of Sid Snyder Drive for culvert replacement
- 13) Consider acceptance of bid from Dr. Roof for roof project at the Naselle Ridge radio site
- 14) Consider approval of Special Use Agreement with Jessie Hargadine for use of Morehead Park; authorize Chair to sign
- 15) Consider approval of Special Use Agreement with Matthew Taron for use of Morehead Park; authorize Chair to sign
- 16) Consider approval of request to issue Request for Qualifications to establish engineering roster
- 17) Consider approval of Initial Offer of Financial Aid from WA State Department of Commerce/Community Economic Revitalization Board for the Hardwood Mill Site Plan; authorize Chair to sign
- 18) Consider award of Communication Tower Engineering Analysis Services with Northwest Tower Engineering regarding the Holy Cross radio tower
- 19) Consider approval of Special Event Use Agreement with Warren Cowell for use of Morehead Park; authorize Chair to sign
- 20) Consider approval of request to fill vacant South County Road Supervisor position

**ITEMS REGARDING FAIR**

- 21) Consider approval of Vendor Agreements for the 2016 County Fair
- 22) Consider approval of Concession Agreement for the 2016 County Fair
- 23) Consider approval of Entertainment Contracts for the 2016 County Fair

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 24) Acknowledge of intent to retire from Senior Building Inspector, Monte Givens and consider approval of request to advertise/hire for Building Inspector, Grade 12

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**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 25) Consider approval of Contract #2015-16\_.1% Sales Tax CCAP with Coastal Community Action Program to provide case management support

**ITEMS REGARDING AUDITOR'S OFFICE**

- 26) Consider approval of request to purchase two monitors and Dell Optiplex computer

**ITEMS REGARDING PROSECUTOR'S OFFICE**

- 27) Consider approval of request to increase Legal Asst. I, Elaine Fosse to 1.0 FTE

**ITEMS REGARDING SHERIFF'S OFFICE**

- 28) Consider approval of E911 County Equipment Contract Agreement #E17-048 with WA State Military Department/Emergency Management Division

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 29) Consider appointment of James Karnofski to the Solid Waste Advisory Committee representing Agriculture
- 30) Accept resignation of Kathy Zeigler from the Fair Board, effective immediately

**ITEMS REGARDING GENERAL BUSINESS**

- 31) Confirm adoption of Resolution 2016-024 dissolving the Oysterville Design Review Board
- 32) Consider approval of support letter to the US Fish & Wildlife Services for the development of a new Natural Resource Center for the Willapa National Wildlife Refuge
- 33) Consider adoption of Resolution 2016-\_\_\_\_\_ establishing Board of County Commissioners' Rules and Procedures

**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 35) Great Columbia Crossing Walk/Run Assembly Permit

*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.*



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:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 1

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

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

DATE: 7/26/2016

### NARRATIVE OF REQUEST

Requesting approval and authorization for Mary Goelz to sign, amendment #1 to interlocal agreement with Great Rivers Behavioral Health. This contract provides funding for . drug court coordination and Behavioral Health community planning/coordination. The amendment cleans up some language regarding FTE expectations related to that work. Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment #1 to Interlocal Agreement with Great Rivers Behavioral Health Organization to provide drug court coordination and community planning/coordination and authorize Director to sign



Name of Contractor: Great Rivers Behavioral Health

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
amendment #1

☐ **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:

## **MODIFICATION OF INTERLOCAL AGREEMENT**

**between**

**GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION**

**and**

**PACIFIC COUNTY**

This is a modification of the Agreement and is entered into upon signature of the parties, **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION**, hereinafter referred to as "Great Rivers," and **PACIFIC COUNTY**, hereinafter referred to as the "County."

### **WITNESSETH:**

**WHEREAS**, the Contractor and Great Rivers entered into a contract effective on April 12, 2016 for purpose of defining the terms under which County will provide services to Great Rivers.

**WHEREAS**, Great Rivers has budgetary provided for these services; now

**THEREFORE**, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

#### **1. MODIFICATIONS:**

The contract is hereby amended as follows:

- a. Section 3 is hereby amended to add the following subsection:

3.4. The County shall provide services equivalent to .33 FTE employee for the purpose of providing Medicaid Enrollees coordination between the behavioral health agency and the County's Drug Court/Family Therapeutic Court.

- b. Section 4.1 is amended to read as follows

4.1 For the services described in Section 3.2 and 3.4 of this Agreement, Great Rivers shall pay county, the lump sum of \$6,012.00 per month [This amount is based upon County's annualized cost for .83 FTE County employees with skills necessary to perform the described services. The monthly lump sum is subject to review after 12 months and to adjustment upon County's documentation of increases to salary and benefits of the County employee assigned to this position].

This modification neither alters nor nullifies any of the remaining provisions of the original Contract.

2. ENTIRE CONTRACT

All other terms and conditions remain the same. This modification incorporates the original Contract by reference. The parties agree that the original Contract and this modification are the complete expressions of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any future modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modified Contract does not constitute a waiver of the provisions of this modified Contract.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Contract to be executed by the dates and signatures hereunder affixed.

**Great Rivers Behavioral Health  
Organization**

**Pacific County**

\_\_\_\_\_  
Marc Bollinger, LICSW  
Great Rivers CEO

\_\_\_\_\_  
Mary Goelz, Director, Pacific Co. Public Health  
and Human Services

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

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



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

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

REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCCA ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: 

DATE: 7/26/2016

### NARRATIVE OF REQUEST

Requesting approval and signature of amendment # 1 to contract #2015-17 Coastal CAP. This amendment adds funding for SFY 2017 for Coastal CAP to continue to provide employment support services for adults with developmental disabilities in Pacific County. Funding for this sub contract comes to the county through the State DDD contract and is included in our dept. budget. Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment #1 to Contract #2015-17 Coastal CAP with Coastal Community Action Program to provide support services for adults with developmental disabilities

Name of Contractor: <u>Coastal CAP</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): <u>2015-17 Coastal CAP- Amendment #1</u>	
<input type="checkbox"/> <b>W-9 Attached</b> for all vendors/contractors (County issuing payment to) <input type="checkbox"/> <b>Certificate of Insurance Attached</b> (if required)	
Indicate type <input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real)
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe):
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<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"/> <b>PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")</b>	
Please attach the following:	
- Copy of Intergovernmental Agreement with other agency	
- Confirmation that vendor agrees to participation	
- Documentation that contract was awarded in compliance with bidding law	
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space	<input type="checkbox"/> Post, Advertise, & Fill Position
<input type="checkbox"/> Other (please describe): _____	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>	
TOTAL COST/AMOUNT (include sales & use tax): <u>90,000</u>	
TOTAL TAX: <u>0</u>	
TOTAL SHIPPING/HANDLING: _____	
EXPENDITURE FUND #: <u>118</u> _____,XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH: _____
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS: _____

**Contract #2015-17 Coastal CAP  
Amendment #1**

PURPOSE OF THE CHANGE: To amend the contract between **Coastal CAP** and **Pacific County**.

*IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:*

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #1.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

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

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

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

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

**ATTEST**

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

\_\_\_\_\_  
Date

**CONTRACTOR- Coastal CAP**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Exhibit B- Budget- Amendment #1**  
*2015-17\_ Coastal CAP*

**Contract #2015-16 Coastal Community Action**  
*Exhibit B- Budget*

Service	FY 16	FY 17	Biennium Total
North County Group Supported Employment (GSE)	\$ 60,000.00	\$ -	\$ 60,000
Individual Supported Employment	\$ 20,000.00	\$ 90,000.00	\$110,000.00
			\$
<b>Total</b>	<b>\$ 80,000.00</b>	<b>\$ 90,000.00</b>	<b>170,000.00</b>

FY 16 is July 1, 2015- June 30, 2016

FY 17 is July 1, 2016- June 30, 2017

\*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization (CSA)



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:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 3

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

☐ Legal Required

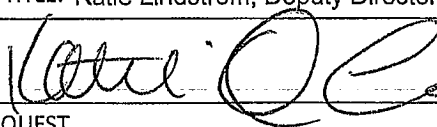
☐ OTHER: \_\_\_\_\_

### 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 7/26/2016
NARRATIVE OF REQUEST Requesting approval and signature of amendment # 1 to contract #2015-17 Coast Rehab. This amendment adds funding for SFY 2017 for Coast Rehab to continue to provide employment support services for adults with developmental disabilities in South Pacific County. Funding for this sub contract comes to the county through the State DDD contract and is included in our dept. budget. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Amendment #1 to Contract #2015-17 Coast Rehab to provide support services for adults with developmental disabilities in South Pacific County	



Revised 8/2015 Page 2  
 Exhibit A to Resolution No. 2010-013

**Contract #2015-17 Coast Rehab  
Amendment #1**

PURPOSE OF THE CHANGE: To amend the contract between **Coast Rehab** and **Pacific County**.

*IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:*

- 1. Amends the budget as outlined in Exhibit B- Budget- Amendment #1.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASINGTON**

**CONTRACTOR- Coast Rehab**

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

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

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

\_\_\_\_\_  
Title

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

**ATTEST**

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

**Exhibit B- Budget- Amendment #1**  
*2015-17\_ Coast Rehab*

**Contract #2015-16 Coast Rehab**  
*Exhibit B- Budget (Amendment #1)*

Service	FY 16	FY 17	Biennium Total
South County Group Supported Employment (GSE)	\$ 100,000.00	\$ 89,864	\$189,864
Individual Supported Employment (ISE)	\$ 30,000.00	\$40,000	\$70,000
Community Access	\$ 10,000.00	\$15,000	\$25,000
<b>Total</b>	<b>\$ 140,000.00</b>	<b>\$144,864</b>	<b>\$284,864</b>

FY 16 is July 1, 2015- June 30, 2016

FY 17 is July 1, 2016- June 30, 2017

\*All dollars follow the client and are billed up to maximum allotted hours and rate on current, signed, County Service Authorization (CSA)



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:

8/19/16

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

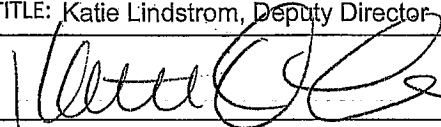
☐ Juvenile

☐ Sheriff


☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 8/1/2016
NARRATIVE OF REQUEST Requesting approval and signature of amendment #4 to agreement #1563-42487 with DSHS Division of Behavioral Health & Recovery. This amendment adds \$39,974 in competitive grant fund to support prevention work in north Pacific County and Naselle. A portion of this funding will be used to support prevention curriculum in the schools (taught by HHS staff), a portion will support community based mentoring (contracted to Big Brothers Big Sisters), and a portion to support community based prevention work provided by the Teen Advocacy Coalition. I will be submitting those subcontracts for your consideration soon. Please contact me at ex 2648 with any questions.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Amendment #4 to County Program Agreement #1563-42487 with Department of Social & Health Services for Prevention Services and authorize Chair to sign	



 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<b>COUNTY PROGRAM AGREEMENT AMENDMENT Prevention Services</b>	DSHS Agreement Number 1563-42487  Amendment No. 04
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.		Administration or Division Agreement Number Click here to enter text. County Agreement Number
DSHS ADMINISTRATION Behavioral Health Administration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231
DSHS CONTACT NAME AND TITLE Julia Havens		DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503
DSHS CONTACT TELEPHONE (509)220-4752	DSHS CONTACT FAX	DSHS CONTACT E-MAIL greesjr@dshs.wa.gov
COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Katie Oien-Lindstrom	
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL koien@co.pacific.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
AMENDMENT START DATE 07/01/2016	PROGRAM AGREEMENT END DATE 06/30/2017	
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$246,557.00	AMOUNT OF INCREASE OR DECREASE \$39,974.00	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$286,531.00
REASON FOR AMENDMENT; CHANGE OR CORRECT CHOOSE ONE:		
<b>EXHIBITS.</b> When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):		
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.		
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE BHA Contracts	DATE SIGNED

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

1. Amend the maximum contract consideration to add \$39,974, therefore increasing the maximum consideration from \$246,557 to \$286,531. The Awards and Revenues (A&R) is attached as Exhibit B.

2. Amend Exhibit G as follows:

Amend Section 3. Performance Work Statement, Subsection a.(1) by deleting and replacing with the following:

(1) Submit final Work Plan for approval to DBHR Contract Manager or designee by February 15, 2016 for fiscal year 2016 and August 15, 2016 for fiscal year 2017.

Amend Section 3. Performance Work Statement, Subsection a.(2)(c) by deleting and replacing with the following:

(c) Funds shall be used to support program costs for approved Work Plan for only the approved programs. This includes staff for program planning, training, implementation, service data entry and evaluation.

Amend Section 5. Claims for Payment, by adding Subsection c. as follows:

c. Submit final billing under this Exhibit G for services provided during fiscal year 2017 no later than August 31, 2017.

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

# AWARD AND REVENUES 2015-2017 Biennium

CONTRACTOR NAME Pacific County  
CONTRACT NUMBER 1563-42487  
COUNTY Pacific

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

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>			
		<u>SFY 16</u>	<u>SFY 17</u>	<u>Biennial Funds</u>	<u>Total 15-17 Biennium</u>
333.99.59	SABG Prevention	\$29,742	\$29,742		\$59,484
334.04.6X	GF-State- Admin (for SABG Prevention)	\$2,586	\$2,586		\$5,172
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$90,657	\$63,358		\$154,015
333.92.43	PFS-Total	\$54,288	\$13,572	\$0	\$67,860
	Year 2 FFY14 (7.1.15-9.29.15)	\$13,572			\$13,572
	Year 3 FFY15 (9.30.15-9.29.16)	\$40,716	\$13,572		\$54,288
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		\$84,030	\$43,314	\$0	\$127,344
Total State Funds		\$93,243	\$65,944	\$0	\$159,187
<b>TOTAL ALL AWARDS</b>		<b>\$177,273</b>	<b>\$109,258</b>	<b>\$0</b>	<b>\$286,531</b>

## Federal CFDA:

SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)  
PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)





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

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

REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN / WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

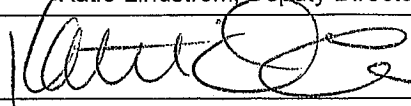
☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 7/26/2016
<b>NARRATIVE OF REQUEST</b> Requesting approval and signature of amendment #1 to Contract # 2016-17 CCAP Housing. This amendment adds funds for state fiscal year 2017 (July 1, 2016-June 30, 2017) and move funding between categories for SFY 16. Through this contract CCAP provides housing services for individuals/families who are homeless or at risk of becoming homeless in Pacific County. The county receives funds for this contract through Department of Commerce and all expenses are part of the approved 2016 budget (and will be included in the 2017 budget). Please contact me at extension 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u> Approve Amendment #1 to Contract #2015-17 CCAP Housing with Coastal Community Action Program to provide housing services for those who are homeless or are at risk for becoming homeless	

Name of Contractor: Coastal Community Action (HOUSING)

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

☐ 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): 361,995

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

**Contract #2016-17 CCAP Housing  
Amendment #1**

PURPOSE OF THE CHANGE: To amend the contract between **Coastal CAP** and **Pacific County**.

*IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:*

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #1.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

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

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

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

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

**ATTEST**

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

**CONTRACTOR- Coastal CAP**

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

\_\_\_\_\_  
Title

**Exhibit B- Budget- Amendment #1**

Commerce Funded	Time Period	Original Contract	Amend #1	Amend #2	Amend #3
Admin (CHG)	Jan 1, 2016- June 30, 2017	\$13,889	\$13,889		
Rent: For-profit Rent		\$29,496	\$29,496		
Rent: Other rent and housing costs		\$21,809	\$21,809		
Operations: CHG Base Funding		\$25,400	\$27,400		
TANF: For-profit rent		\$9,415	\$22,319		
TANF: Other Rent & Housing Costs		-	\$2,203		
HEN: Admin (SFY 2016)	Jan 1, 2016- June 30, 2016	\$5,013	\$5,013		
HEN: Rent & Housing Costs (SFY 2016)		\$66,599	\$73,217		
HEN: Operations		-	\$11,381		
HEN: Admin (SFY 2017)	July 1, 2016- June 30, 2017	-	\$10,518		
HEN: Rent & Housing Costs (SFY 2017)		-	\$114,749		
HEN: Operations (SFY 2017)		-	\$25,000		
Total (commerce funded)		\$175,824	\$356,995		

Document Recording Fees	Time Period	Original	Amend #1	Amend #2	Amend #3
Staffing for Overnight Winter Lodging (OWL) for volunteer management and intake	January 1, - December 31, 2017	\$6,000	\$6,000		

## BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: JULY, YEAR OF 2016

TOTAL EMPLOYEES: 205

TOTAL PAYROLL: \$762,697.39

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_9th\_\_\_day of AUGUST 2016

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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

RECEIVED  
PACIFIC COUNTY

JUL 29 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

As of this date, August 9, 2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

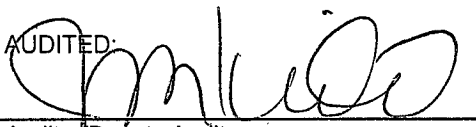
Vendors Claim Fund No. 692

133128                      thru                      133208                      \$ 305,760.36

Warrants Dated: July 29, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

JUL 29 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

8

**PROCEEDINGS**

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

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

**CALLED TO ORDER – 9:02 AM**

**ATTENDANCE**

Frank Wolfe, Chairman  
Steve Rogers, Commissioner  
Lisa Ayers, Commissioner (via telephone)

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Tim Crose, Community Development Asst. Director  
Scott Jacot, Juvenile Court Administrator  
Megan McNelly, Community Development Executive Asst./Office Manager  
Mary Goelz, Health & Human Services Director

**GENERAL PUBLIC IN ATTENDANCE**

Barbara Tallman  
Randy Lewis  
Fred Hill  
Tom Kollasch  
Allie Friese, Chinook Observer  
Paul Philpot, EDC Director

**MEETING OPENED**

Chairman Wolfe opened the meeting and presented the WA State Environmental Health Association Jack B. Hatlen Inspirational Award to Megan McNelly.

**PUBLIC COMMENT**

Barbara Tallman requested the Upper Naselle Road slide be opened for travel due to medical reasons.

Randy Lewis spoke regarding the Upper Naselle Road slide and presented culvert information to Chairman Wolfe, County Engineer and the media.

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

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

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

**Department of Public Works**

**Approve Cash Bond from Jerry Debriac Logging Company, Inc.  
pertaining to Road Haul Permit No. 2016-13**

**Approve Amendment to the Landowner Agreement pertaining to the Hyland  
Stringer Road Culvert Crossing project**

**Department of Community Development**

**Approve Amendment #1 to 15-17 Coastal MRC Contract Number 15-04999  
with WA Department of Fish and Wildlife and authorize Chair to sign**

**Health and Human Services Department**

**Approve Amendment #1 to Division of Developmental Disabilities Contract  
Number 1563-45221 with Department of Social & Health Services and  
authorize Chair to sign**

**Sheriff's Office**

**Confirm Sheriff's signature on Amendment to Swanson Services  
Corporation Contract to provide Jail commissary services**

**Confirm Sheriff's signature on Interagency Agreement for the Registered  
Sex Offender Address Verification Program with WA Assoc. of Sheriffs and  
Police Chiefs**

**General Business**

**Approve regular meeting minutes of June 28, 2016**

**Approve June, 2016 payroll  
total employees: 184; total payroll: \$758,382.62**

**Approve Vendor Claims  
Warrants Numbered 132812 thru 132873- \$249,918.94**



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Accept temporary construction easement from Pacific County Anglers for the Hyland Stringer Creek Barrier Removal Project**

**Approve Memorandum of Understanding with the Shoalwater Bay Indian Tribe to add county roads to their Indian Reservation Roads Inventory** (it was noted that any repairs to these roads will require prior approval by the County)

**Adopt Resolution 2016-023 initiating County Road Project #1640A pertaining to the Signing Upgrade Project on Sandridge Road**

**Accept contract, performance and payment bond from Frank Gurney, Inc., for the Safety Guardrail Project 2016 and release bid bonds from the other bidders** (*Other bidders were Dirt and Aggregate Interchange, Inc., Columbia River Contractors, Inc., Coral Construction Co., and Petersen Brothers, Inc.*)

**Approve Memorandum of Understanding with WA State Department of Natural Resources Public Land Survey Office for policy on chip sealing and survey monuments and authorize County Engineer to sign**

**Approve Special Event Use Agreement with Camp Morehead Junior Grange #401 for use of Morehead Park and authorize Chair to sign**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Service Contract for Summer School Nurse Services with Ocean Beach School District**

**Approve voluntary temporary reduction of Community Health Educator 0.5 FTE, effective July 1, 2016 and return to 0.82 FTE, effective October 1, 2016**

**ITEMS REGARDING JUVENILE COURT SERVICES**

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

**Approve purchase of Dell laptop computer from state bid in an amount of \$1,628.03, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve increase of James Worlton, Public Records Coordinator to 0.90 FTE, effective July 1, 2016 through December 31, 2016, subject to adequate budget appropriations**

Consider adoption of Resolution 2016-\_\_\_ establishing Delegation of Authority and Line of Succession-**DEFERRED**

**Approve Contract with Pacific County Economic Development Council for coordination of the Overall Economic Development Plan in the amount of \$10,000, subject to signature by the Economic Development Council and adequate budget appropriations**

**Approve support for the Smith Creek Tidal Restoration Project Document, in an amount not to exceed \$23,000 and authorize Chair to sign**

**EXECUTIVE SESSION-None**

**ITEMS REGARDING VEGETATION MANAGEMENT**

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

**Approve Interlocal Agreement No. 16-390 with State of WA Department of Natural Resources for surveying and controlling noxious weeds and authorize Chair to sign**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve purchase of computers and other equipment in an amount of \$19,978.49, including sales tax, subject to adequate budget appropriations**

**ITEMS REGARDING SUPERIOR COURT**

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

**Accept resignation of Stephanie Feuchter, Asst. Court Administrator/Recorder and approve request to advertise/hire for the vacant position**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING BOARDS AND COMMISSIONS**

Consider approval of appointments to the Great Rivers Behavioral Health Organization-**DEFERRED**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Vendor Claims, Warrants Numbered 132874 thru 132951 in the amount of \$87,738.42, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Agreement with the Pacific County Anglers regarding SRFB Project No. 15-1047 pertaining to the Stringer Creek Barrier Replacement on Hyland Stringer Road**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve E911 County Basic Service Operations Contract #E17-026 with WA State Military Department, effective July 1, 2016 thru August 15, 2017 and authorize Chair to sign**

**RECESS – 9:31AM**

**PUBLIC HEARING – 10:00AM**

**ATTEND:** Chairman Frank Wolfe, Commissioner Steve Rogers, Commissioner Lisa Ayers (via telephone), County Administrative Officer Kathy Spoor

**OTHERS:** there were three (3) members of the public in attendance

Chairman Wolfe opened the public hearing to consider the Assembly Permit Application submitted by the Beach Baron's Car Club.

Chairman Wolfe swore in those wishing to provide comments/testimony.

Dennis Farmer noted that their application was the same as last year.

Fred Hill asked if it would be possible to apply for this permit earlier in the year. It was noted that the Beach Barons could submit their application in January.

Chairman Wolfe closed the hearing.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

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

**Approve the Beach Barons Assembly Permit application for the Rod Run to the End of the World to be held on September 10 and 11, 2016, subject to receipt of \$2,000 contribution to Pacific County for law enforcement support, a current copy of Certificate of Insurance being submitted and all food vendors obtaining food permits; these conditions must be met prior to the event**

**RECESS – 10:07AM**

**PUBLIC HEARING – 10:30AM**

**ATTEND:** Chairman Frank Wolfe, Commissioner Steve Rogers, Commissioner Lisa Ayers (via telephone), County Administrative Officer Kathy Spoor, Community Development Asst. Director Tim Crose

**OTHERS:** there were twelve (12) members of the public in attendance

Chairman Wolfe opened the public hearing to consider adoption of Ordinance No. 162B; amending Section 20 of Ordinance No. 162. He announced that testimony would be received and the Commissioners do not intent to make a decision at the close of the hearing. Commissioner Rogers noted that several letters have been received and they are worthy of reading.

Chairman Wolfe swore in those wishing to provide comments/testimony.

Tim Crose provided an overview of the current process and recommended changes.

Paul Staub, Charlotte Jacobs, Greg Rogers, Cyndy Hayward, Bradley Huson, and Michael Parker all addressed the Board regarding Ordinance No. 162B.

The Commissioners' expressed appreciation for the input they received.

Chairman Wolfe announced the meeting to Monday, July 18, 2016 at 9:00am or as soon thereafter as possible to consider the adoption of Ordinance No. 162B amending Section 20 of Ordinance No. 162 and any other business that may come before the Board.

**ITEMS REGARDING GENERAL BUSINESS**

Consider adoption of Resolution 2016-025 dissolving the Oysterville Design Review Board-**DEFERRED**

**CONTINUED – 11:12AM**

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

Copy of petition filed by Senior Citizens of Raymond requesting that Pacific County Transit add a bus stop at the Raymond Senior Center.

Notice of Special Occasion Liquor License from WA State Liquor and Cannabis Board for the Water Music Festival Society.

Email received from Jan Wilson, North District Court Clerk that Nancy McAllister does not have an Indigent Defense Contract with them. (Commissioners' approved contract on December 22, 2015)

Letter from Chelan County Water Conservancy Board re: proposed Trust Water Right Creation Nos. SWC 467 (CHEL-16-06) and SWC 878 (CHEL-16-07) dated June 17, 2016.

Special Public Notice received from US Army Corps of Engineers Seattle District re: reissuance of the 2017 Nationwide Permits.

Copy of letter from Dennis D. Reynolds of DENNIS D. REYNOLDS LAW OFFICE dated June 20, 2016 re: notice of violation of the requirements of the Shoreline Management Act by WSDOT.

Notice of Marijuana License Application from WA State Liquor and Cannabis Board for Mr. Doobees.

Letter received from Tom Downer, Vice-President of the Ocean Park Area Chamber of Commerce regarding lodging tax expenditures dated July 1, 2016.

Email from Charlotte Persons regarding support of Restoration of National Parks-Lewis and Clark National Historic Park dated July 11, 2016.

Email received from Key McMurry dated July 12, 2016 re: delay of Stringer Creek Construction project until 2017.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, July 26, 2016**

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

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Andi Harland, Public Works Accounting Manager  
Dotsi Graves, Fair/Parks Manager  
Scott McDougall, Emergency Management Deputy Director  
Eric Weston, Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer  
Lief Walker

**PUBLIC COMMENT - None**

**YEARS OF SERVICE AWARDS**

**15 Years:** Levi Sheryl (DPW-Computer Services)

**CONSENT AGENDA (Items 1-4)**

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

**Department of Community Development**

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

**Assessor's Office**

**Approve voluntary reduction of Brooke Andrews, Administrative Asst. II, to  
0.8FTE, effective August 1, 2016**

**Superior Court**

**Confirm appointment of Tamra McConahy to Asst. Court  
Administrator/Reporter, Grade 9, Step 10 effective August 8, 2016**

**North District Court**

**Acknowledge transfer of Tamra McConahy and authorize advertising and  
filling of vacant position**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**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**

Request to award the Fowler Road Culvert Replacement Project was WITHDRAWN due to bids the amount of the bids being higher than estimated and the additional cost of the water relocation. This project will be re-evaluated for fiscal year 2017.

**Award of the Sid Snyder Culvert Replacement Project to Lindstrom & Son Construction of Chinook, in the amount of \$32,259.60, including sales tax, subject to adequate budget appropriations** (*Other bids received from Custom Excavating by Dean Larson, Inc., of Warrenton, OR in the amount of \$45,630; Clark and Sons Excavating, Inc., of Battle Ground in the amount of \$84,240; NOVA Contracting, Inc., of Olympia in the amount of \$186,840; Quigg Brothers, Inc., of Aberdeen in the amount of \$60,480; and from Rognlins, Inc., of Aberdeen in the amount of \$106,380; all bids received included sales tax*)

**Approve License Agreement with Pacific West Timber Company-Campbell Global LLC for use of Alanen, the Deep River Mainline and Busse Canyon Roads, subject to removal of naming them as additional insured language and acceptance by Prosecutor's Office**

Consider approval of request to purchase equipment shed from Michael J. Hogg Barns-**DEFERRED**

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

**Approve purchase of 2012 Kenworth T800 Vac Truck from Enviro-Clean Equipment, Inc. in an amount not to exceed \$257,754, including sales tax, subject to adequate budget appropriations**

**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** (*Other bids received from 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 received included sales tax*)



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT**

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

**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**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve Interagency Agreement with WA State Military Department for the All Hazards Alert Broadcast (AHAB) Warning Siren for Ilwaco and authorize Chair to sign** *(It was noted there would be no cost to the county for this siren)*

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Adopt Resolution 2016-025 re-establishing the Solid Waste Advisory Committee and adopting their By-Laws**

**Approve the appointment of Roger Smith to the vacant position on the Fair Board, effective immediately**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Contract with Pacific County Economic Development Council (EDC) to complete an Economic Impact Analysis to the Four Ports and Pacific County of Channel Dredging, subject to signature the EDC, and subject to adequate budget appropriations**

**Approve Special Employment Agreement with Tim Crose as Director of Department of Community Development, effective August 1, 2016**

**Approve Findings of Fact #1 thru #11 and Conclusions of Law #1 thru #10 in support of Ordinance No. 162B**

**PUBLIC COMMENT**

Lief Walker of Black Bear Beach Camp addressed the Board regarding his RV Park license being denied and the late fee. The Board stated that his complaint would be discussed with the Director of Community Development.



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**EXECUTIVE SESSION – None**

**ITEMS REGARDING FAIR**

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

**Award bid for concrete project to JBK Builders in the amount of \$6,858, subject to adequate budget appropriations** (*Other bids were requested from Ashley Construction of South Bend and no bid was received; Anderson Construction of Menlo did not want to bid on the project*)

**Approve Special Event Use Agreement with Kira Webb and Robert Thompson for use of the fairgrounds for a wedding to be held August 6, 2016, subject to receipt of insurance prior to the event date and authorize Chair to sign**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Approve Vendor Claims, Warrants Numbered 133054 thru 133127 in the amount of \$162,811.41, subject to adequate budget appropriations**

**Approve Vendor Claims, Warrants Numbered 132952 thru 133053 in the amount of \$159,362.79, subject to adequate budget appropriations**

**MEETING CLOSED – 9:25AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

MEMO from Prosecutor Mark McClain regarding legal opinion on authority to contract dated June 7, 2016.

WA State Auditor's Office letter regarding fiscal year 2015 audit dated June 9, 2016.

Copy of email from Kathy Spoor to A Better Plan regarding fireworks step-down plan dated June 15, 2016.

Certificate of Liability Insurance from McDonald Credit Services, effective February 1, 2016 through February 1, 2017 received June 20, 2016.

Certificate of Liability Insurance from Chinook Indian Tribe Inc., effective June 1, 2016 through June 1, 2017 received July 6, 2016.

WA State Auditor's Office Entrance Conference handout; received June 30, 2016.

Email received from Mike Kutras dated July 3, 2016 regarding reducing legal days for fireworks sales/use.

WA State Liquor and Cannabis Board notice of license expirations for Dock of the Bay, Tombstone Willies, Clatsop Distributing Company, Chico's Pizza Parlor and North Jetty Brewing.

Letter dated July 6, 2016 from Barbara Harden regarding the Chinook Indian Nation.

MEMO from Scott Jacot, Juvenile Court Administrator dated July 6, 2016 regarding 2<sup>nd</sup> Quarter Juvenile Detention Report.

WA State Liquor and Cannabis Board notice of license expirations for Superior Harvest and Vancouver Weed Company.

Notice of Special Occasion License from the WA State Liquor and Cannabis Board for Peninsula Saddle Club, Long Beach Rodeo.

Letter from Ocean Park Area Chamber of Commerce dated July 14, 2016 regarding lodging tax distribution process.

Email from Derek Farrar dated July 18, 2016 regarding 2320 Smith Anderson Road in Grayland.

Letter from Bonneville Power Administration dated July 19, 2016 regarding the Wallacut Confluence Estuary Restoration Project.

Email from Dale Beasley dated July 19, 2016 regarding the comment period on preliminary draft amendments for WA Shoreline Management Act.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

Email from John Williams dated July 25, 2016 regarding proposed walk-run at Surfside to be held September 3, 2016.

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

*(This listing does not include those workshops/meetings attended by an individual Commissioner)*

July 5, 2016

Workshop w/ Health re: staff reduction

Departmental Briefings

Workshop w/ Public Works re: internet changes

July 11, 2016

Board of Equalization Orders

Meeting Agenda Review

WCIF Annual Visit

Workshop w/ Prosecutor re: contracts

Workshop w/ Sheriff re: new boat

July 12, 2016

Board of Health/Board of Commissioners' meeting

Public Hearing-Beach Barons Rod Run to the End of the World Assembly permit

Public Hearing-consider adoption of Ordinance No. 162

Workshop w/ K. Spoor re: negotiations

July 18, 2016

Workshop re: courthouse w/ D. Jensen & M. Collins

Convene 2016 Session of Board of Equalization

Workshop w/ B. Walker re: personnel

Departmental Briefings

July 19, 2016

Workshop w/ DPW re: Naselle phone service

July 25, 2016

Workshop w/ IT re: internet

Meeting Agenda Review

July 26, 2016

Board of Health/Board of Commissioners' meeting

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PROCEEDINGS**

**9:00 AM**  
**Monday, July 18, 2016**  
**Continued Meeting**

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

**CALLED TO ORDER – 9:04 AM**

**ATTENDANCE**

Frank Wolfe, Chairman  
Steve Rogers, Commissioner

Marie Guernsey, Clerk of the Board  
Tim Crose, Community Development Asst. Director  
Eric Weston, Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Bradley Huson  
Michael Parker  
Nyel & Sydney Stevens  
David Plechl, Chinook Observer

**ABSENT**

Lisa Ayers, Commissioner

**CONTINUED PUBLIC HEARING**

Chairman Wolfe opened the continued hearing to consider adoption of Ordinance No. 162B amending Section 20 of Ordinance No. 162. Those wishing to testify/comment were sworn in.

Nyel Steven addressed the Board regarding amendment to Ordinance No. 162 Section 20, Oysterville Historic District.

Chairman Wolfe closed the public hearing.

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

**Adopted Ordinance No. 162B amending Section 20 of Ordinance No. 162  
pertaining to the Oysterville Historic District, to be effective immediately**  
*(It was noted that Chairman Wolfe would be voting out of necessity)*

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Adopt Resolution 2016-024 dissolving the Oysterville Design Review Board**

**Approve appointment of Sherri McDonald as a member and Doug Levitt as an alternate member on the Great Rivers Behavioral Health Organization (GRBHO) Advisory Board and nominate Sigrine Vally for consideration by the GRBHO Governing Board for membership to the GRBHO Advisory Board**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve exception to the Personnel Policy and authorize Leave Credit Transfers and assign an expiration date of December 31, 2016**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Scope of Work and Fee Estimate with Coast & Harbor Engineering in an amount not to exceed \$32,500 pertaining to the North Willapa Bay Shoreline Erosion Assessment, subject to review and acceptance from the Prosecutor's Office and adequate budget appropriations**

**MEETING CLOSED – 9:19AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

ATTEST:

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

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

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



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: 8/9/2016

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: 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 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	1,755,404	1,076,749.61	1,757,028	2,195,238	2
Capital	516,323.24	489,501.27	388,417.28	513,473.44	476,929	335,200	200,633.95	-	1,124,253	1
Debt Service	-	-	-	-	-	-	-	-	-	
Grand Total	2,016,648.01	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
<b>Communications</b>		
Bench tool and instruments	5,000	5,000
<b>Computer Services</b>		
Computer Replacements	-	50,000
Backup media/tapes	8,000	8,000
Software/tools/cables	3,500	3,500
<b>Total</b>	<b>16,500</b>	<b>66,500</b>

FY2016 Capital Outlays	Dept. Request
<b>Communications</b>	
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
<b>Computer Services</b>	
HVAC for new server room	15,000
Back up network switch	10,000
Two computers	7,000
<b>Equipment</b>	
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
<b>Long Beach Shop</b>	
Equipment Shed	50,000
Main entrance remodel	6,000
Small shed (blow up) room	3,000
Replace window upstairs	800
<b>Naselle Shop</b>	
Fix paint and siding	10,000
Recase windows	6,000
Bird block	5,000
Pulley removed	1,000
<b>Raymond Shop</b>	
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
<b>Total</b>	<b>1,124,253</b>

# Metal Barn

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

360-785-3147  
 877-975-4404

[www.hoggsmetalbarn.com](http://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





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:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

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☐ Auditor

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☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 7-30-16

NARRATIVE OF REQUEST

Resolution to temporarily close Gould Road for culvert removal/replacement. Closure dates are to be determined and not to exceed 3 days.

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

Adopt Resolution 2016-\_\_\_\_\_ for the temporary closure of Gould Road for culvert replacement, closure dates are to be determined and not to exceed three days and provide advanced notice to the public

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. \_\_\_\_\_

**IN THE MATTER OF TEMPORARY CLOSURE OF GOULD ROAD  
ROAD NUMBER 51380 AT MP 0.28 FOR CULVERT REPLACEMENT**

WHEREAS, the cross culvert on Gould Road at MP 0.28 is in need of replacement; and

WHEREAS, a temporary road closure for removal and replacement of the culvert is desired; and

WHEREAS, Gould Road proceeds east from State Route 105 and then connects with Smith Anderson Road; and

WHEREAS, alternate accesses are available to all residents; and

WHEREAS, the closure dates are to be determined and not to exceed 3 days; and

WHEREAS, notice will be posted in advance in the area prior to closure to warn the motoring public; now therefore

BE IT HEREBY RESOLVED a temporary road closure of Gould Road for culvert removal/replacement is allowed; and

IT IS FURTHER RESOLVED the temporary closure will adhere to the above work window; and

BE IT STILL FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project for the local residents.

BE IT STILL FURTHER RESOLVED that advanced notice will be given to appropriate emergency services of this closure.

PASSED by the following vote this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner



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

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

REQUESTED MEETING DATE:

8/9/2016

## 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:

☐ 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: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 7-30-16

NARRATIVE OF REQUEST

Resolution to temporarily close 41st Street for culvert removal/replacement. Closure dates are to be determined and not to exceed 2 days.

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

Adopt Resolution 2016-\_\_\_\_\_ for the temporary closure of 41st Street for culvert replacement, closure dates are to be determined and not to exceed three days and provide advanced notice to the public

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. \_\_\_\_\_

**IN THE MATTER OF TEMPORARY CLOSURE OF 41<sup>st</sup> Street  
ROAD NUMBER 11420 AT MP 0.40 FOR CULVERT REPLACEMENT**

WHEREAS, the cross culvert on 41st Street at MP 0.40 is in need of replacement; and

WHEREAS, a temporary road closure for removal and replacement of the culvert is desired; and

WHEREAS, 41<sup>st</sup> Street proceeds east from State Route 103 and then connects with Sandridge Road; and

WHEREAS, alternate accesses are available to all residents; and

WHEREAS, the closure dates are to be determined and not to exceed 2 days; and

WHEREAS, notice will be posted in advance in the area prior to closure to warn the motoring public; now therefore

BE IT HEREBY RESOLVED a temporary road closure of 41<sup>st</sup> Street for culvert removal/replacement is allowed; and

IT IS FURTHER RESOLVED the temporary closure will adhere to the above work window; and

BE IT STILL FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project for the local residents.

BE IT STILL FURTHER RESOLVED that advanced notice will be given to appropriate emergency services of this closure.

PASSED by the following vote this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner



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

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

REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 7-30-16

NARRATIVE OF REQUEST

Resolution to temporarily close Sid Snyder Drive for culvert removal/replacement. Closure dates are to be determined and not to exceed 3 days.

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

Adopt Resolution 2016-\_\_\_\_\_ for the temporary closure of Sid Snyder Drive for culvert replacement, closure dates are to be determined and not to exceed three days and provide advanced notice to the public

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. \_\_\_\_\_

**IN THE MATTER OF TEMPORARY CLOSURE OF SID SNYDER DRIVE  
ROAD NUMBER 12580 AT MP 0.42 FOR CULVERT REPLACEMENT**

WHEREAS, the cross culvert on Sid Snyder Drive at MP 0.42 is in need of replacement; and

WHEREAS, a temporary road closure for removal and replacement of the culvert is desired; and

WHEREAS, Sid Snyder Drive proceeds east from State Route 103 and then connects with Sandridge Road; and

WHEREAS, alternate accesses are available to all residents; and

WHEREAS, the closure dates are to be determined and not to exceed 3 days; and

WHEREAS, notice will be posted in advance in the area prior to closure to warn the motoring public; now therefore

BE IT HEREBY RESOLVED a temporary road closure of Sid Snyder Drive for culvert removal/replacement is allowed; and

IT IS FURTHER RESOLVED the temporary closure will adhere to the above work window; and

BE IT STILL FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project for the local residents.

BE IT STILL FURTHER RESOLVED that advanced notice will be given to appropriate emergency services of this closure.

PASSED by the following vote this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner



REQUESTED MEETING DATE:

8/19/16

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BQCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST


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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable): Telecommunications

OFFICIAL NAME & TITLE: Joe Camenzind, Telecom Engineer

PHONE / EXT: 3443

SIGNATURE: 

DATE: 8/2/2016

#### NARRATIVE OF REQUEST

I solicited quotes to replace the roof at our radio site at Naselle Ridge. Three contractors from the small works roster responded as follows:

	Base Price	15 year warranty opt.	Densdeck opt.	Total	Tax	Grand Total
Dr. Roof	\$7,951.15	\$3,067.20	\$2,218.68	\$13,237.03	\$1,058.96	\$14,295.99
Coastline Const.	\$16,000.00	included	\$1,000.00	\$17,000.00	\$1,360.00	\$18,360.00
John Lupo Const.	\$20,663.00	\$547.00	\$1,174.00	\$22,384.00	\$1,790.72	\$24,174.72

Dr. Roof presented the lowest quoted price and is qualified to replace the roof. I recommend that Dr. Roof be selected for this project. Funding in the amount of \$15000 has been set aside for this project per FY2016 Fund No. 502 Communications - Capital Expenditures.

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

Accept bid from Dr. Roof for roof project at the Naselle Ridge radio site in the amount of \$14,295.99, including sales tax, subject to adequate budget appropriations

Name of Contractor: Dr. Roof, Inc

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): \$14,295.99

TOTAL TAX: \$1058.96

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 502 .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:



# PACIFIC COUNTY NASELLE RIDGE RADIO BUILDING ROOFING REPLACEMENT BID RESULTS

COMPANY	BASE PROPOSAL (5 YEAR WARRANTY)	15 YEAR WARRANTY	DENSDECK PRIME ROOF BOARD	Total
John Lupo Construction, Inc.	\$20,663.00	\$547.00	\$1,174.00	\$22,384.00
Coastline Roofing & Construction, Inc.	\$16,000.00	\$0.00	\$1,000.00	\$17,000.00
Dr. Roof, Inc.	\$7,951.15	\$3,067.20	\$2,218.68	\$13,237.03



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:

August 9, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 7-25-16

#### NARRATIVE OF REQUEST

The Parks Dept requests the Boards' authorization and signature on the Special Use Agreement with Jessie Hargadine for the use of Morehead Park September 1-5, 2016.

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

Approve Special Use Agreement with Jessie Hargadine for use of Morehead Park, September 1-5, 2016, and authorize Chair to sign

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

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Jessie Hargadine hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 5/pp/day and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead

Event Date(s): 9/1 - 9/5 2016

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

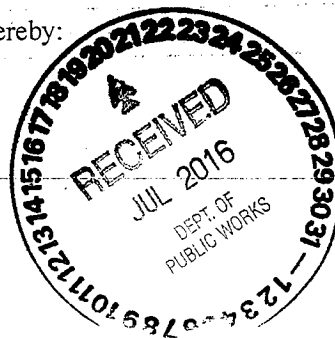
1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate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

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

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

Request for waiver of the insurance requirements is hereby:

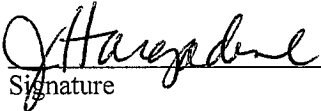
☐ Approved ☐ Denied



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

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

PERMITTEE

  
Signature

Title

Date

6-21-2016

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

## Special Event Application

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

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

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

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

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: Cameron Family Reunion

2. Description of event: Family Reunion

3. Location of event: Morehead Park

4. Dates of event: 9/1-9/5, 2016 Hours of operation: 24 hrs

5. Has the event been held previously? yes Dates: Labor Day, past 17 yrs

6. Estimated attendance: 20

7. Name and address of Event Representative: Jessie Hargadine  
PO Box 1205 Stevenson, WA 98648

Cell Phone Number: 541-490-4002 Office Number: \_\_\_\_\_

8. Emergency contact name and phone number: Jessie Hargadine  
541-490-4002

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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

  
Signature of Applicant/Representative

6-29-2016  
Date

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

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

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

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

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



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:

August 9, 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: DEPT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: 7-25-16
NARRATIVE OF REQUEST The Parks Dept requests the Boards' authorization and signature on the Special Use Agreement with Matthew Taron for the use of Morehead Park August 19-21, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Special Use Agreement with Matthew Taron for use of Morehead Park, August 19-21, 2016, and authorize Chair to sign	



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

**THIS AGREEMENT** is made and entered into this 1 day of July, 2016,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Matthew Tavor hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$5/pp-per night and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead Park

Event Date(s): August 19-21 2016

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

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

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

Request for waiver of the insurance requirements is hereby:

☐ Approved ☐ Denied

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

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

PERMITTEE

Signature

Title

7/20/2016  
Date

PACIFIC COUNTY  
Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

## Special Event Application

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

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

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

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

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Fleming Family Reunion
2. Description of event: Family gathering: Food, Fellowship,  
Fire pit.
3. Location of event: Morehead Camp
4. Dates of event: 8/19/2016 - 8/21/2016 Hours of operation:
5. Has the event been held previously? Y/Yes Dates: Every August for 10+ yrs
6. Estimated attendance: +/- 30
7. Name and address of Event Representative: Matthew Teron  
1631 Quasar Way NE Olympia, WA 98506
- Cell Phone Number: 360.359.8922 Office Number:
8. Emergency contact name and phone number: Lauren Jenks  
360.259.0374

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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

  
\_\_\_\_\_  
Signature of Applicant/Representative

7/20/2016  
\_\_\_\_\_  
Date

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

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

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

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

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



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:

08/09/16

## AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 8-02-16

### NARRATIVE OF REQUEST

Call for professional services to create an engineering roster for consultants for such services to include; bridges, structural analysis, geotechnical, environmental, planning and site development.

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

Approve request to issue Request for Qualifications (RFQ) to establish engineering roster, subject to review and acceptance of RFQ by Prosecutor's Office



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:

08/09/16

## AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

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

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

### NARRATIVE OF REQUEST

Execute Initial Offer of Financial Aid with Washington State Department of Commerce Community Economic Revitalization Board Project No. A2016-059, Contract No. S16-790A0-098 for the Stormwater Management at Hardwood Mill Site Plan.

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

Approve Initial Offer of Financial Aid from WA State Department of Commerce/Community Economic Revitalization Board for the Hardwood Mill Site Plan Project No. A2016-059 and Contract No. S16-790A0-098 and authorize Chair to sign

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): WSDOC - CERB - Project No. A2016-059, Contract No. S16-790A0-098 - Stormwater Management at Hardwood Mill Site Plan	
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 checked="" 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 type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):   	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS: \$16,667





INVESTING IN WASHINGTON'S ECONOMIC FUTURE

## Community Economic Revitalization Board

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-3151

August 2, 2016

Mike Collins  
Director/County Engineer  
Pacific County  
100 Commercial Street  
Raymond, WA 98577

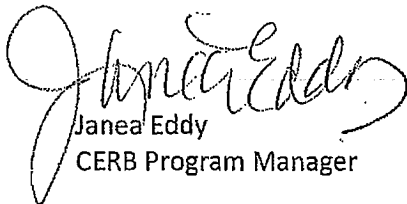
Dear Mr. Collins:

Congratulations! The Community Economic Revitalization Board (CERB) has awarded funding to your planning project. Enclosed is a list of pre-contract conditions which must be satisfied no later than **November 17, 2016**, in order to execute a final contract with CERB.

Once the conditions have been met, a final contract will be developed by CERB prior to disbursement of funds. Please note that no project costs incurred prior to the Initial Offer of Financial Aid date will be reimbursed by CERB. After contract execution, a signed copy will be forwarded for the Pacific County's records. The execution date of the final contract will be based on the date of the CERB Chair's final signature. A sample of the contract document is enclosed for your records.

If you have any questions, please don't hesitate to contact me at 360.725.3151 or [Janea.Eddy@commerce.wa.gov](mailto:Janea.Eddy@commerce.wa.gov).

Sincerely,



Janea Eddy  
CERB Program Manager

Enclosures:

- Initial Offer of Financial Aid (IOFA)
- Planning study minimum requirements
- Sample Contract

Washington State Department of Commerce  
Community Economic Revitalization Board

Initial Offer of Financial Aid

Pacific County  
Federal Tax Number: 91-6001356  
Offer Date: July 28, 2016

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial Aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to the **Pacific County**, hereafter referred to as the "Contractor," in order to aid in financing the cost of, **the Stormwater Management at Hardwood Mill Site Plan**, as described in the application (hereafter collectively referred to as the "Project").

Funds provided shall be in the form of a **grant** in the maximum principal amount of **\$50,000**, which must have a local **cash** match in the amount of at least **\$16,667**. Local cash match amounts and sources are identified as:

\$16,667	Pacific County	Cash
----------	----------------	------

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to date of this offer will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **September 7, 2016**.

ACCEPTANCE

FOR CERB

\_\_\_\_\_  
David Rhoden, Chair  
Community Economic Revitalization Board

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

FOR THE CONTRACTOR

\_\_\_\_\_  
Name: Frank Wolfe  
Board of Pacific County Commissioners  
Title: Chairman

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

## Planning Study Minimum Requirements

The planning study must contain the following minimum requirements:

- a. A product market analysis linked to economic development.
- b. A market strategy containing action elements linked to timelines.
- c. Identification of targeted industries.
- d. Identification of the group responsible for implementing the marketing strategy. Describe the group's capacity to complete the responsibility.
- e. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- f. A location analysis of other adequately served vacant industrial land.
- g. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
- h. An analysis of how the project will assist local economic diversification efforts.
- i. Indicate the specific issues that will be addressed.
- j. List one or more economic outcomes that you expect from the proposed CERB project.
- k. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- l. Describe what data you will collect to determine whether the outcome is being achieved.
- m. Describe the data collection procedure including when data will be collected, from whom and by whom.
- n. The estimated median hourly wage of the jobs created when development occurs.
- o. If the project is determined to be feasible, the following information must be provided within the final report:
  1. Total estimated jobs created (in FTEs).
  2. Describe benefits offered to employees.
  3. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
  4. The county three-year unemployment rate in relation to the state rate.
  5. County population change in the last five years.
  6. The estimated jobs created represent what percentage of the county's labor force.
  7. The estimated jobs created represent what percentage of the county's unemployed workers.
  8. Estimated new annual state and local revenue generated by the private business.
  9. Estimated private investment generated by project.



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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): Telecom

OFFICIAL NAME & TITLE: Telecom Engineer

PHONE / EXT: 3443

SIGNATURE: *John R. Cunningham*

DATE: 8/2/2016

#### NARRATIVE OF REQUEST

Pacific County recently posted an RFQ for the purpose of Communication Tower Engineering Analysis Services at our Holy Cross radio tower. We received an SOQ from four consulting firms. After a careful assessment, Northwest Tower Engineering, was chosen as the best qualified consulting firm for our purposes.

I recommend that Northwest Tower Engineering be awarded an agreement for Communications Tower Engineering Analysis Services. Because we may wish to have additional towers examined in following years, I further recommend that the agreement be set for 3 years with the option to extend further, if agreed upon by both parties.

An amount of \$15000 has been set aside per FY2016 Fund No. 502 Communications - Services

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

Award of Communication Tower Engineering Analysis Services with Northwest Tower Engineering regarding the Holy Cross radio tower in an amount not to exceed \$15,000 and authorize negotiation of a three year contract to be returned for approval

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):

Structural Integrity at Holy Cross site tower needs to be reviewed. We will be seeking the following reports from the selected consulting firm: 1) site visit and tower mapping report 2) stamped structural analysis/loading report 3) recommended modifications to bring the tower into compliance report

TOTAL COST/AMOUNT (include sales & use tax): \$15000

TOTAL TAX: \$1111.11

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 502 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:

**Pacific County  
Department of Public Works**

**Submittals Received**

**Tower Analysis (Holy Cross)**

**Firms that Submitted a Statement of Qualifications**

1. Centerline Solutions  
8218 154<sup>th</sup> Ave NE  
Redmond, WA 98052  
Contact: Christopher Herman, [cherman@centerlinesolutions.com](mailto:cherman@centerlinesolutions.com)  
  
PH: (425) 305-2829  
PH: (425) 681-0573  
FX: (425) 671-6201  
[www.Centerlinesolutions.com](http://www.Centerlinesolutions.com)
2. Integrated Design Engineers  
1200 Fifth Ave  
Suite 1208  
Seattle, WA 98107  
Contact: Ignasius Seilie, [isellie@id-engr.com](mailto:isellie@id-engr.com)  
  
PH: (206) 264-1121, Ext:121  
FX: (206) 264-1122  
[www.id-engr.com](http://www.id-engr.com)
3. NorthWest Tower Engineering  
2210 Hewitt Ave  
Suite 209  
Everett, WA 98201  
Contact: Steven Diamond, [stevendiamond@nwtower.net](mailto:stevendiamond@nwtower.net)  
  
PH: (425) 258-4248  
FX: (425) 258-4289  
[www.nwtower.net](http://www.nwtower.net)
4. Western Utility/Telecom, Inc  
5032 Salem Dallas Hwy NW  
Salem, OR 97304  
Contact: Sean Hildebrandt, [seanh@westernutilitytelecom.com](mailto:seanh@westernutilitytelecom.com)  
  
PH: (503) 587-0101  
FX: (503) 316-1864  
[www.westernutilitytelecom.com](http://www.westernutilitytelecom.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:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ 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: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: (360) 875-9334 ext 3334

SIGNATURE:

DATE: 8/3/2016

#### NARRATIVE OF REQUEST

Warren Cowell has submitted the attached Special Event Use Agreement for your consideration. He would like to host the Ilwaco Class of 1981 Reunion on August 13, 2016 at Moorehead County Park. He also has indicated there will be no overnight stays and will be for the day only.

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

Approve Special Event Use Agreement with Warren Cowell for use of Morehead Park, August 13, 2016 and authorize Chair to sign

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

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Pacific County, hereinafter referred to as the "COUNTY", and \_\_\_\_\_ hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 50.00 and the other considerations hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Moorehead Park Day use only

Event Date(s): August 13<sup>th</sup> 2016

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

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

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

Request for waiver of the insurance requirements is hereby:

☐ Approved

☐ Denied



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

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

PERMITTEE



Signature

Representative

7-30-16

Title

Date

Class of 1981

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

## Special Event Application

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

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

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

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

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: I Waco Class of 1981 Reunion
2. Description of event: Picknick of about 40 people  
From about 11:00 am to about 3:00 PM.
3. Location of event: Moorehead Park
4. Dates of event: 8-13-16 Hours of operation: 11am - 3pm
5. Has the event been held previously? Yes Dates: 2011
6. Estimated attendance: 40
7. Name and address of Event Representative: Warren Cowell  
P.O. Box 43 Ocean Park, WA 98640
- Cell Phone Number: 360-751-2034 Office Number: Same
8. Emergency contact name and phone number: 360-751-2027

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Class of 1981 Ilwaco  
Organization

Warren Cowell  
Printed Name

Warren Cowell 7-30-16  
Signature Date

\_\_\_\_\_  
Chairman

ATTEST:

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

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

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

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

## SWORN STATEMENT OF COMPLIANCE

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

Warren Cowell 7-30-16  
Signature of Applicant/Representative Date

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

Name: Warren Cowell Contact #: 360-751-2034

Name: Bill Jo Smith Contact #: 360-931-6602

Name: Al Hilderman Contact #: 360-244-1481

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



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:

8/9/16

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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:

SIGNATURE: *Michael Collins*

DATE: 8-03-16

#### NARRATIVE OF REQUEST

Request to fill vacant South County Road Supervisor position.

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

Approve the appointment of \_\_\_\_\_ as South County Road Supervisor, Grade \_\_\_\_\_  
Step \_\_\_\_\_, effective \_\_\_\_\_, subject to adequate budget appropriations



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

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

REQUESTED MEETING DATE:  
8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *Dotsi Graves*

DATE: AUGUST 2, 2016

#### NARRATIVE OF REQUEST

The Fair requests the Board approval and signature on the Vendor Applications for A-1 Custom Carpet Cleaning, American Post 150, Child Evangelism Fellowship, City of South Bend/Labor Day Committee, Costco, Debra Wilson (Farmers) Insurance, Edward Jones, The Gideons International Harbor Camp, Grays Harbor College, Karen Harris Tully, Ken Hurley, Long Beach Peninsula Visitor Bureau, Pacific County Anglers, Pacific County Dept of Community Development, Pacific County Historical Society, Pacific County PUD, Pacific County EDC/Willapa Harbor Chamber of Commerce, Pacific County Republican Party, Peggy's Beautiful Bling, Alicia Simonds Scentsy, Shoalwater Bay Casino, Sisters LuLarue, Susie's Shards, Total Home Solutions, Valley View Health Center, Willapa Harbor Hospital and Willapa Harbor Ministerial.

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

Approve Vendor Agreements for the 2016 County Fair, subject to receipt of required insurance prior to the start of the fair

## Pacific County Fair Vendor Space Agreements

Vendor	Contract Signed	Insurance Rec'd
American Post 150	X	X
Child Evangelism Fellowship	X	X
City of South Bend	X	X
Costco	X	X
Debra Wilson Insurance	X	X
Edward Jones	X	X
Gideons International Harbor Camp	X	X
Grays Harbor College	X	X
Harvin and Tina Pettit	X	X
Karen Harris Tully	X	X
Ken Hurley	X	WAIVED
Long Beach Peninsula Visitors Bureau	X	X
Pacific County Anglers	X	WAIVED
Pacific County DCD	X	Under County
Pacific County EDC/Willapa Harbor Chamber	X	
Pacific County Historical Society and Museum	X	X
Pacific County PUD No 2	X	X
Pacific County Republican Party	X	X
Peggy's Beautiful Bling	X	X
Scentsy Independent Consultant	X	
Shoalwater Bay Casino	X	X
Sisters LuLaroe	X	X
Susie's Shards	X	
Total Home Solutions (Dish Network)	X	X
Valley View Health Center	X	X
Willapa Harbor Hospital	X	X
Willapa Harbor Ministerial	X	X



~~X~~ Booth fee for  
~~X~~ Insurance paid

**PACIFIC COUNTY FAIR  
VENDOR SPACE USE AGREEMENT 2016**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of JUNE, 2016,  
by and between the **PACIFIC COUNTY FAIR**, hereinafter referred to as the "FAIR" and

<b>Name of Business</b>	Harvin & Tina Pettit A-1 Custom Carpet Cng.
<b>Address and Phone Number</b>	PO Box 527 Raymond, WA 98577
<b>Tax ID No.</b>	91-1287089
<b>Representatives Name &amp; Email</b>	Harvin or Tina Pettit a1customcarpetcleaning@yahoo.com
Hereinafter referred to as the "LESSEE"	

The FAIR, in consideration of the sum of \$ 96.- and other considerations, hereinafter set forth and in accordance with Resolution No. 2015-019, leases to the LESSEE the following described space:

**SPACE NO.:**

**DESCRIPTION OF PRODUCT:** Free Bible Literature and  
website information.

During the period of: August 24-27, 2016.

User is limited to conducting and operating such a business and selling such articles as set forth below:

**THE FAIR SHALL**

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary building which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until exit times of 9:00 AM to 2:00 PM Sunday, August 28, 2016.

2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.
3. Assure access to the premises at all times during the Fair hours.
4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE.
5. Use reasonable safeguards against fire, theft, water or storm or any liability for accidents to persons or property caused under or by virtue of the operations of LESSEE under this contract.
6. Have a lien upon all property of LESSEE'S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals or all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

### THE USER SHALL

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR.
2. Have its goods in place within its leased space. Property attendants must be present at the LESSEE'S leased space before the Fair begins each day. LESSEE must open when Fair gates open.
3. Purchase a four (4) day pass from the Fair Office, at the cost of \$8.00 each, before the opening day of the Fair.
4. Not use or have on the Fairgrounds any amplifying device without approval of the FAIR.
5. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. LESSEE shall only use clean canvas flameproof paper, plastics or other decorating material. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.
6. Before the opening day of the Fair, LESSEE may purchase a Parking Pass (which will allow parking on the Fairgrounds) at the cost of \$20 per pass.
7. Not sublet any privilege or space without written consent of the FAIR.
8. Remove all temporary structures from leased space within 48 hours after the closure of the Fair, or secure written permission to further hold leased space and later remove said property or said property shall be forfeited to the FAIR at its option.
9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.
10. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods sold. This provision applies to LESSEE'S operating restaurants and/or moving exhibits.
11. Not sell food goods for less than the average price charged by all concessionaires at the Fair. User shall ensure that all drinks that are to be taken from leased space are served in paper containers.
12. **User shall not store perishable food items at the Fairgrounds prior to the Fair.**
13. LESSEE shall ensure that one person with a valid food worker's card is present in the food booth **at all times** for the duration of the Fair. Food handler card must be available for the Pacific County Department of Community Development's Food Handler Inspector to check during a food inspection. (Chapter 246-217 WAC). Inquiries for obtaining a food handler's

card can be made to the Department of Community Development at 360-875-9356 or 360-642-9356 or via their webpage at <http://www.co.pacific.wa.us/dcd/index.htm>.

14. Not extort the patrons of the Fair or the Fair itself.
15. Abide by all terms of this contract and rules of the FAIR as stated in writing by the FAIR. If the LESSEE fails to comply with this provision, the FAIR may cancel this contract without reimbursement.
16. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.
17. Sell no tickets received or bought from the FAIR. LESSEE shall ensure that its employees and friends do not sell such tickets.
18. **In accepting this Agreement, the LESSEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the LESSEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the LESSEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.**
19. **The LESSEE shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The LESSEE must name the COUNTY as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that LESSEE's liability insurance policy shall so state. The LESSEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.**

LESSEE

  
Concessionaire/Vendor

PACIFIC COUNTY

  
By: Dotsi Graves, Fair Manager

**CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JUNE 15, 2016 IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.**



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:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *[Signature]*

DATE: 8-2-16

### NARRATIVE OF REQUEST

The Fair requests the Boards' approval and signature on the Concession Agreements for Elixir Coffee and Floral Design, Jim Hunter, Karena Arreondo, Masalee's Thai Food, Open Pockets - Giving Hands, TLC Enterprises, Willapa Harbor Lions Club, Willapa Booster Club, Willapa Valley High School and Willapa Wrestlers.

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

Approve Concession Agreements for the 2016 County Fair, subject to receipt of required insurance prior to the start of the fair

## Pacific County Concession Agreements

Vendor	Contract Signed	Insurance Rec'd
Elixir Coffee Tea and Flowers	X	
Jim Hunter & Associates	X	
Karena Arrebondo	X	X
Marsalee's Thai Food	X	X
Open Pockets... Giving Hands	X	
TLC Enterprise	X	X
Willapa Harbor Lions Club	X	X
Willapa Valley Boosters Club	X	X
Willapa Valley High School	X	X
Willapa Wrestling Warriors	X	

X Booth fee  
ins (beverage included)  
X parking pass

**PACIFIC COUNTY FAIR  
CONCESSION SPACE USE AGREEMENT 2016**

THIS AGREEMENT is made and entered into this 2nd day of August, 2016,  
by and between the **PACIFIC COUNTY FAIR**, hereinafter referred to as the "FAIR" and

<b>Name of Business</b>	Elixir Coffee Tea and Flowers
<b>Address and Phone Number</b>	PO Box 657
	South Bend, WA 98586
	360-773-5763
<b>Tax ID No.</b>	603-348-012
<b>Representatives Name &amp; Email</b>	Nancy Nisbet
	elixironthewillapabay@gmail.com
<b>Hereinafter referred to as the "LESSEE"</b>	

The FAIR, in consideration of the sum of **\$150 plus 10% of total sales after sales tax** and other considerations hereinafter set forth and in accordance with Resolution No. 2015-019, leases to the LESSEE the following described space:

**SPACE NO.: G-3 (Gauerke Building)**

**DESCRIPTION OF PRODUCT: Coffee, Tea and Flowers**

During the period of: **August 24-27, 2016.**

User is limited to conducting and operating such a business and selling such articles as set forth below:

**THE FAIR SHALL**

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary building which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until exit times of 9:00 AM to 2:00 PM Sunday, August 28, 2016.

2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.
3. Assure access to the premises at all times during the Fair hours.
4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE.
5. Use reasonable safeguards against fire, theft, water or storm damage or any liability for accidents to persons or property caused under or by virtue of the operations of LESSEE under this contract.
6. Have a lien upon all property of LESSEE'S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals or all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

#### **THE LESSEE SHALL**

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR. The **10% of total sales after sales tax, must be paid upon completion of the Fair.**
2. Have its goods in place within its leased space. Property attendants must be present at the LESSEE'S leased space before the Fair begins each day. LESSEE must open when Fair gates open.
3. Purchase a four (4) day pass from the Fair Office, at the cost of \$8.00 each, before the opening day of the Fair.
4. Not use or have on the Fairgrounds any sound amplifying device without approval of the FAIR.
5. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. LESSEE shall only use clean canvas flameproof paper, plastics or other decorating material. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.
6. Before the opening day of the Fair, LESSEE may purchase a Parking Pass (which will allow parking on the Fairgrounds) at the cost of \$20 per pass.
7. Not sublet or assign any privilege or space without written consent of the FAIR.
8. Remove all temporary structures from leased space by 2 PM Sunday, August 28, 2016, or secure written permission to further hold leased space and later remove said property or said property shall be forfeited to the FAIR at its option.

9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.
10. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods sold. This provision applies to LESSEE'S operating restaurants and/or moving exhibits.
11. Not sell food or goods for less than the average price charged by all concessionaires at the Fair. Lessee shall ensure that all drinks that are to be taken from leased space are served in paper containers. LESSEE may not sell cotton candy, caramel apples or corn dogs.
12. Lessee agrees not to have anyone required to register under RCW 9A.44.130 working at their space.
13. **User shall not store perishable food items at the Fairgrounds prior to the Fair.**
14. LESSEE will obtain a **Temporary Food Service License** from the Pacific County Department of Community Development. This is the responsibility of the LESSEE. Failure to have said license will result in a late fee to be charged by said department and possible shut down of booth, should LESSEE fail to obtain said License. Attached to this Agreement is the Temporary Food Service License Application. All inquiries regarding fees and requirements should be directed to Department of Community Development at 360-875-9356 or (360) 642-9356. Office Hours are Monday through Thursday 7:30 AM to 12:30 PM and closed Fridays.

LESSEE shall also ensure that one person with a valid food worker's card is present in the food booth **at all times** for the duration of the Fair. Food handler card(s) must be available for the Pacific County Department of Community Development's Food Inspector to check during a food inspection. (Chapter 246-217 WAC). Inquiries for obtaining a food handler's card can be made to the Department of Community Development at 360-875-9356 or 360-642-9356 or via their webpage at <http://www.co.pacific.wa.us/dcd/index.htm>.

The Food Inspector will be visiting the Fairgrounds throughout the week of Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector's decision is final and will be upheld by Fair Staff.

15. Not extort the patrons of the Fair or the Fair itself.
16. Abide by all terms of this contract and rules of the FAIR as stated in writing by the FAIR. If the LESSEE fails to comply with this provision, the FAIR may terminate this contract without reimbursement and LESSEE shall pay the Fair TEN (10%) PERCENT of total sales after tax, up to time of contract termination.
17. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.



18. Sell no tickets received or bought from the FAIR. LESSEE shall ensure that its employees and friends do not sell such tickets.
19. In accepting this Agreement, the LESSEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the LESSEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the LESSEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The LESSEE shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The LESSEE must name the COUNTY as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that LESSEE's liability insurance policy shall so state. The LESSEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

**THE FAIR AND LESSEE AGREE THAT:**

20. If FAIR is prevented from operating the fair by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of LESSEE or FAIR is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.
21. If any paragraph or sentence of this contract and agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

22. Parties agree that this Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.

LESSEE

Concessionaire/Vendor

PACIFIC COUNTY

By: Dotsi Graves, Fair Manager

**CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JUNE 30, 2014 IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.**

<b>SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT</b>	
<b>Receipt No.</b>	14588
<b>Fair Entrance Button (\$8 per button)</b>	
<b>Parking Pass (\$20 for duration of Fair)</b>	✓ 20 <sup>00</sup>
<b>Booth Rental</b>	✓
<b>RV Camping Pass (\$100 for duration of Fair)</b>	
<b>Deposit</b>	✓
<b>Insurance Certificate Received</b>	email to Dotsi
<b>Total Paid</b>	\$170.00
<b>Booth Number</b>	1

Please make checks payable to: THE PACIFIC COUNTY FAIR

Mail Contract and payments to:

Pacific County Fair  
PO Box 142  
Menlo, WA 98561  
Phone: 360-942-3713 or 360-875-9300 ext 2288  
Fax: 360-942-3577  
Email: [pcfair@willapabay.org](mailto:pcfair@willapabay.org)  
Website: [www.co.pacific.wa.us/pcfair/index.htm](http://www.co.pacific.wa.us/pcfair/index.htm)



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

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

REQUESTED MEETING DATE:

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: *Dotsi Graves*

DATE: AUGUST 2, 2016

### NARRATIVE OF REQUEST

The Fair requests the Board approval and signature on the attached entertainment contracts for the 2016 Pacific County Fair for Country Mile, Justin James, Lulu LaFever, Old Time Jam Fiddle Festival, Pitchwood and Scott McDougall. As well as, Clint and the Eastwoods, Cody Ray and the New Favorites, Corey Daniels and Humptulips, Jessie Marie Porter, The Steve Brown Band, Willapa Baysment Studio and Hellbound Glory

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

Approve Entertainment Contracts for the 2016 County Fair, subject to receipt of sign contracts, W-9 and required insurance prior to the start of the fair

## Pacific County Agreements

Vendor	Contract Signed	Ins Rec'd	W9
Clint and The Eastwoods			
Cody Ray and The New Favorites			
Corey Daniels and Humptulips			
Country Mile	X		X
Jessica Marie Porter			
LuLu LaFever	X		X
Old Time Jam Fiddle Festival	X		X
Pitchwood	X		
Scott McDougall	X	Waived	X
Steve Brown Band			
The Hypnosis Company	X	X	
Willapa Basement Studio			

Hellbound Glory

**AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND  
COUNTRY MILE**

**THIS AGREEMENT** is made by and between **COUNTRY MILE** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

**THIS AGREEMENT** provides for the **ENTERTAINER** to perform one (1) 120-minute show on the Main Stage at the 2016 Pacific County Fair on the date and time specified:

**SATURDAY, AUGUST 27, 2016 AT 2 PM**

**IT IS AGREED** that the **ENTERTAINER** will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

**IT IS FURTHER AGREED** that the **FAIR** will pay \$300 (THREE HUNDRED AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

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

The **ENTERTAINER** shall maintain, and upon request of the **COUNTY**, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this **AGREEMENT**. The **ENTERTAINER** must name the **COUNTY** as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The **ENTERTAINER** shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

**THIS AGREEMENT** may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

**THIS AGREEMENT** may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY:

Pacific County Fair  
PO Box 142  
Menlo, WA 98561  
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT:

Country Mile  
PO Box 461  
Tokeland, WA 98590

**IT IS FURTHER UNDERSTOOD** by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

**IN WITNESS WHEREOF**, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

COUNTRY MILE

Carol M. Stibe 7-18-16

By: Carol Stibe

Date

PACIFIC COUNTY FAIR

Dotsi Graves 8-2-16

By: Dotsi Graves, Fair Manager

Date



“AN E-TICKET RIDE THROUGH THE MIND!”

PO BOX 2012 OCEAN SHORES, WA 98569

Justin James Mabry (Justin James) D.B.A. THE HYPNOSIS COMPANY located at PO BOX 2012 OCEAN SHORES, WA 98569

### Contract For Services

The Pacific County Fair: is hiring The Hypnosis Company, to present Hypnotic Entertainment for: August 24<sup>th</sup>, 25<sup>th</sup>, & 26<sup>th</sup>, 2016: for a maximum of 3 shows Per Day. The Hypnotist will be Justin James of The Hypnosis Company. Initials JS

The Pacific County Fair: will use The Hypnosis Company's Logo or Logos for all promotional pieces in which the show is advertised. Initials JS

### Detailed instructions

Cost for Services is broken down in this format:  
\$2000.00 for 3 days

Total payment due at completion of event  
\$2,000.00 US.

Final payment due upon completion of event.

Checks or money orders to be made payable to: The Hypnosis Company. Initials JS

It is understood that a minimum of 50 people in attendance is necessary for a full hypnosis show. In cases where there are attendance figures less than the minimum all shows will revert to presentations of hypnotic phenomena and individual demonstrations in a comedic format. Initials JS

All Presentations are videotaped and The Hypnosis Company reserves all rights to said copies. Copies of videotaped event will be made available for the sum of \$30.00 per tape. No other recording or videotaping is allowed. Initials JS

### Additional Disclosures

#### INDEMNIFICATION/HOLD HARMLESS

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

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

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





“AN E-TICKET RIDE THROUGH THE MIND!”

PO BOX 2012 OCEAN SHORES, WA 98569

### 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.

- 1. General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- 2. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this 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.
- 3. 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. Initials PS

Any Sales of Back End Products, Including Hypnosis Cd's Video Tapes of the live performance or other show related products are to be sold at The Hypnosis Company's discretion, after completion of the show. There will be no Remuneration to The Pacific County Fair: for any such sales. Initials PS

There will be a \$1000.00 cancellation fee for any shows cancelled without 180 days notice. Initials PS

It is the Responsibility of The Pacific County Fair to provide adequate room for The Hypnosis Company's Performance. Initials PS

\*Please see rider for additional disclosures and stage requirements.\*

Signing Authority For: **Pacific County Fair**  
Name: **Pacific County Commissioners**  
Address: **PO Box 142, Menlo, WA 98561**

Justin James  
CEO, The Hypnosis Company

Signature: [Signature]

Justin James



“AN E-TICKET RIDE THROUGH THE MIND!”

PO BOX 2012 OCEAN SHORES, WA 98569

Justin James Mabry (Justin James) D.B.A. THE HYPNOSIS COMPANY located at PO BOX 2012 OCEAN SHORES, WA 98569

### Disclaimer Notice For Professional Hypnotic Entertainment

#### Additional Disclosures

All shows are rated G through PG 13 unless noted otherwise and are suitable for all audiences. Initials PS

**Promotional Material:** Will be made available through The Hypnosis Company's website [www.TheHypnosisCompany.com/pages/Press-Kit.html](http://www.TheHypnosisCompany.com/pages/Press-Kit.html). Event also agrees to use The Hypnosis Company's Logo or logos for all print and media work including all web based media. Initials PS

**Web Links:** Event will link to and use The Hypnosis Company's logo or logos for all web based media. In return The Hypnosis Company will provide a reciprocal link to their site for promotional purposes. Initials DS

The Pacific County Fair also recognizes that all hypnosis is self hypnosis that any hypnotic trance induced will be the responsibility of the volunteer and that The Hypnosis Company & Justin James will be simply guiding the participants into a relaxed state using guided visualization. All participants will be woken or aroused and given suggestions for positive improvement at the end of the Show Furthermore The Pacific County Fair recognizes that Hypnosis is a safe natural state and that no participant can or will do anything against their moral, ethical or religious beliefs. Initials PS

#### Rider

*The Hypnosis Company provides microphones' as well as sound cueing equipment, plus any and all props used for performance*

The Pacific County Fair will provide:

Setup to be complete at least 1 hour before show time  
20 to 30 fold up chairs for the stage area  
2 small tables on stage for sound and props or one 6 foot table  
Sound for event: \* Please see sound requirements below  
3 XLR connectors for Music and Microphone on stage with 110v power and power strip  
A clear area 25 to 50 feet from stage area with \*4\* 8 foot tables to place video camera and operator with 110v power and power strip  
8 bottles of water at stage (for props)

#### Sound Requirements

The Pacific County Fair will provide minimum sound system to include, 2 or more 15 inch speakers plus subs, 3 sound monitors for the stage and mixer with a minimum of 3 XLR connections. Initials: JS

**Signing Authority For: Pacific County Fair**  
Name: Pacific County Commissioners  
Address: PO Box 142, Menlo, WA 98561

Justin James  
CEO, The Hypnosis Company

Signature: [Signature]

Justin James



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 24

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

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

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development Department	DIVISION (if applicable): Building
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: _____	DATE: 8/1/2016
<b>NARRATIVE OF REQUEST</b>  The Department requests the BOCC accept the retirement of Monte Givens, Sr. Building Inspector; his last day in the office will be January 25, 2017.  The Department requests approval to advertise and hire for a Building Inspector, Grade 12, Step 1.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board)  Acknowledge of intent to retire from Senior Building Inspector, Monte Givens and approve request to advertise and hire for Building Inspector, Grade 12, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

## AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ Legal Required

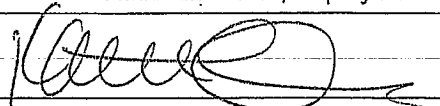
☐ OTHER: \_\_\_\_\_

### 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 7/26/2016
NARRATIVE OF REQUEST Requesting approval and signature of Contract #2015-16_.1% Sales Tax CCAP. This contract is with Coastal CAP to pay for a portion of a Housing Navigator/Case Manager position who will provide case management support for individuals with mental health and/or substance use disorders who also receive permanent supported housing services. If you recall, we had been waiting to execute this contract until after we heard the results of our HUD bonus funds application for permanent supportive housing. If we did not receive the HUD grant, the .1% committee had recommended to fully fund CCAP's .1% application (at \$60,000/year) and if the HUD funds came through, they recommended reduced funding (\$19,600/year- which is the local match amount required in the HUD application) since most of the HUD funds were interchangeable with this application. Since we DID receive the HUD grant, this contract is for the reduced amount of 19,600 per year. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION <del>(To Be Completed by the Clerk/Deputy Clerk of the Board)</del> Approve Contract #2015-16_.1% Sales Tax CCAP with Coastal Community Action Program to provide case management support	

Name of Contractor: Coastal CAP

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Contract #2015-16\_1% Sales Tax CCAP

☐ 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): 19,600

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

## **Contract #2015-16\_.1% Sales Tax CCAP**

*THE .1% SALES & USE TAX CONTRACT BETWEEN "Pacific County" AND "Coastal Community Action Program"*

### **PREAMBLE**

This Contract (the "Contract") is made by and between **Pacific County** hereinafter referred to as the "County" and **Coastal Community Action Program**, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

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

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

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

### **SPECIAL TERMS AND CONDITIONS**

#### **1. CONTRACT REPRESENTATIVES**

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

<b>A. For the Contractor:</b>	<b>B. For the County:</b>
Nora LeBlanc	Katie Lindstrom
Program Manager Coastal Community Action	Deputy Director, Pacific County Public Health & Human Services
117 East Third Street Aberdeen, WA 98520 360-500-4519	7013 Sandridge Road Long Beach, WA 98631 360-642-9300 ex 2648

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

#### **2. CONTRACT AWARD**

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

#### **3. DURATION OF CONTRACT**

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

#### **4. ELIGIBLE USE OF FUNDS**

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

## 5. BILLING PROCEDURES AND PAYMENT

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

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

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

## 6. EVALUATION AND MONITORING

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

## 7. INSURANCE

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

- a. **General Liability Insurance.** Contractor shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. **Professional Liability (Errors & Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. **Workers' Compensation Insurance.** Contractor shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- d. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents,

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

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

#### **8. DOCUMENTS ON FILE**

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

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

#### **9. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

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

The Contractor shall include these requirements in any subcontracts.

#### **10. ORDER OF PRECEDENCE**

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

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



## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

Subject only to the terms of section 17 of these General Terms and Conditions, this Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

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

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

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

### **5. APPROVAL**

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

### **6. ASSIGNMENT**

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

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

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

- a. **Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the County's Contract representative or designee. All rulings, orders,

instructions and decisions of the County's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to.

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

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

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

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

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

## 8. AUDIT

- a. General Requirements:

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

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

## 9. CONTRACTOR SERVICES

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

## 10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

## 11. COMPENSATION

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

*I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due*

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

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

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

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

## **12. CONFORMANCE**

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

## **13. DUPLICATE PAYMENT**

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

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

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

#### **15. INCORPORATION OF PRIOR REPRESENTATIONS**

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

#### **16. INDEMNIFICATION/HOLD HARMLESS**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's sub-Contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Contractor's or its sub-Contractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

- a. **Participation County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under the Contract.
- b. **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of t Contractor his Contract.

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

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

#### **18. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of

its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

#### **19. LAWS**

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

##### Washington State Laws and Regulations

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

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

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

#### **21. LIMITATION OF AUTHORITY**

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

#### **22. MODIFICATIONS**

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

#### **23. NO GUARANTEE OF EMPLOYMENT**

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

#### **24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

#### **25. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's sub-Contractors or consultants for delivery to the County

under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

## **26. POLITICAL ACTIVITIES**

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

## **27. PUBLIC RECORDS LAW**

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

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

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

## **28. RECAPTURE**

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

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

## **29. RECORDS MAINTENENCE**

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

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

## **30. REPORTING**

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

## **31. SUBCONTRACTING**

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

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

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

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

## **32. SURVIVAL**

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



### **33. TAXES**

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

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

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

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

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

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

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

### **35. TERMINATION FOR CONVENIENCE**

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

### **36. TERMINATION PROCEDURES**

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;

- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

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

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

### **37. TREATMENT OF ASSETS**

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

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

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

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

### **38. TREATMENT OF CLIENT ASSETS**

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

### **39. WAIVER**

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

This Contract, including *Exhibits A & B* which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

**CONTRACTOR**

**PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

ATTEST:

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

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

APPROVED AS TO FORM

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

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

**Exhibit A- Budget**

<b>Description</b>	<b>Year One</b> <i>(January 1<sup>st</sup>- December 31, 2016)</i>	<b>Year Two</b> <i>January 1<sup>st</sup> - December 31, 2017</i>	<b>Total</b>
Portion of Housing Navigator to supplement permanent supported housing programs	\$19,600	\$19,600	\$39,200

## **RFP Check List**

- X** RFP Checklist
  
- X** Attachment A - Applicant Information Form
  
- X** Attachment B - Project Summary Form
  
- X** Attachment C - Project Narrative
  
- X** Attachment D - Budget
  
- X** Letters of commitment from any partners with whom you intend to collaborate for this project

## Attachment A - Applicant Information Form

**Applicant/Entity Name:** Coastal Community Action Program

**Project Title:** Pacific County Access to Supportive Housing for Mental Health and Co-occurring Disorders

**Primary Contact Name:** Nora LeBlanc

**Title:** Program Manager

**Phone:** 360-500-4519

**Email:** noral@coastalcap.org

**Physical Address:** 117 E Third St

**City:** Aberdeen

**State:** WA

**Zip:** 98520

**Mailing Address:** 117 E Third St

**City:** Aberdeen

**State:** WA

**Zip:** 98520

**UBI:** 600-169-316

**Web Address:** [www.coastalcap.org](http://www.coastalcap.org)

**Attachment B - Project Summary**

<b>Project Title</b>	Pacific County Access to Supportive Housing for Mental Health and Co-occurring Disorders
<b>Applicant Name</b>	Coastal Community Action Program
<b>Project Summary</b> (Brief overview of proposal. Please limit responses to space provided)	<p>The Pacific County Access to Supportive Housing Project will lay the groundwork for Permanent Supportive Housing in Pacific County. Housing is a primary ingredient in the well-being of mental clients. Mental Health stability and recovery is not possible without the primary human needs being met: food to eat and a safe place to live.</p> <p>The project is a collaboration between Willapa Behavioral Health and Coastal Community Action Program to provide access to safe, stable housing for the our community's most vulnerable people.</p> <p>The project will identify persons with mental health or co-occurring disorders who need support to obtain or maintain stable housing. Clients face many barriers to access housing including low-income, poor rental history or criminal background. People with mental health or co-occurring disorders face even more barriers including difficulty navigating and maintaining landlord – tenant relationships, applications, accessing the habitability of rental units, moving arrangements etc. Willapa Behavioral Health will serve a total of 8 clients at a time. Willapa's program is designed to deliver supported housing, intensive case management, and clinically appropriate therapy and when needed, prescribed medications and medication management.</p> <p>Coastal Community Action has two goals:</p> <p>Develop Housing Options: includes intensive outreach to property managers and relationship building with other service providers. Increases in housing options will benefit not only the clients of this project but other vulnerable groups who struggle with access to safe, affordable housing.</p> <p>Support with Housing Search and Placements: Assistance may include: assistance with applications, tenant orientation, securing utilities or housing inspections.</p>
<b>Amount of .1% funds Requested</b>	\$59,961

**1. Purpose and Project Description: Provide a detailed description of your proposed project and its purpose. Include the following information:**

**a. Purpose: , Goals and Outcomes:**

Increase Long-Term supportive housing options for people with mental illness or co-occurring disorders.

**A. GOAL: Develop Housing Options for People with Mental Illness.**

- a. Outcomes:** Community relationship building will result in increased options for people with mental illness.

Measures include an increased inventory of housing options and additional property managers working with vulnerable clients.

**B. GOAL: Support Housing Search and Placement**

- a. Outcomes:** Clients will be successfully housed in less than 45 days.

**b. Project Workplan: see following template**

- c. New or Established Program: The collaboration between Willapa Behavioral Health and Coastal Community Action is new and builds the infrastructure to implement a Permanent Supportive Housing in Pacific County.**

The model is Housing First, promotes low barrier access to housing and recognizes that housing is a basic human right. In the past people who were insecurely housed were often subjected to a list of requirements until service providers deemed clients as 'ready to house.' Studies have shown that requirements for services or attending 'ready to house' training were not a predictor of successful outcomes, i.e. people remaining stably housed, or making progress towards recovery. Additionally, people who are the most vulnerable, with mental illness or co-occurring disorders were often overlooked, since they often experience additional barriers, behavioral issues, addiction issues, or difficulty in maintaining permanent housing. Housing First recognizes that housing is a critical component for stability and recovery. The clients in this housing model will primarily be "short term" housing residents. This can vary from a few months to a few years, however. When a client is reaching the time where they no longer qualify for services at Willapa Behavioral Health, the CCAP Housing Specialist can step in to help coordinate with the Willapa Behavioral Health Case Manager to find the next level of housing.

WBH has noted a gap and observed client symptoms increase as the time approaches for graduation from services, but this model helps fill the gap through CCAPs coordination and housing expertise.



Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals With a Dual Diagnosis. Tsemberis, S., Gulcur, L., & Nakae, M. (2004). American Journal of Public Health,.

**2. Needs Statement: Describe why your project is needed. Include the following information:**

For people with mental illness, substance abuse or co-occurring disorders, the costs to the community in emergency room visits, incarcerations, and other resources. Supported housing reduces this community burden. Access to housing provides the foundation for people with working towards recovery, leading to a decrease in the needs for intensive services. Pacific County currently does not have access to options in both north and South County for people with mental illness or co-occurring disorders.

Source: *Denver Housing First Collaborative: Cost Benefit Analysis And Program Outcomes Report*. Jennifer Perlman, PsyD, and John Parvensky. Colorado Coalition for the Homeless. December 2006.

Source: *Estimated Cost Savings Following Enrollment In The Community Engagement Program: Findings From A Pilot Study Of Homeless Dually Diagnosed Adults*. Thomas L. Moore, PhD. Portland, OR: Central City Concern. June 2006.

**Alignment:**

The project aligns with Goal #4 for Mental Illness: Increase long term, supportive housing options/programs for individuals with severe and persistent mental illness.

**Target Audience:** The Pacific County Project for Access to Housing targets people with mental illness or co-occurring disorders in Pacific County who are homeless or are in unstable housing situations.

**Geographic Areas:** Special emphasis will be made to serve clients in both North and South Pacific County. Both Willapa Behavioral Health and Coastal Community Action have offices in the Raymond and Long Beach area. The Housing Specialist appropriately split their time in both areas of the county.

**3. Collaboration:**

- a. This project is a joint collaboration with Coastal Community Action and Willapa Behavioral Health. Willapa will identify individuals or families in need of housing and supports. CCAP will provide intake and work with clients to obtain housing and increase housing options.
- b. Willapa Behavioral Health is a community partner in multiple arenas. Care coordination occurs with local medical clinics. They provide all the crisis services for the county and work closely with EMS, law enforcement and hospitals. They hold two prevention grants, both a Drug Free Communities grant and a Cheney/Medina funded grant for the Pacific County Youth Alliance position. They are active partners in many coalitions, including Teen Advocacy Coalition, Willapa Community Network and Wellspring. They are undertaking a partnership with the county in a new grant designed to help reduce the number of high utilizers in our jails and

hospitals, and also are willing to partner with the county to provide case management should the county be awarded an applied for HUD grant.

- c. Other Funding Support: Housing resources that are available through other resources will be utilized to offset costs including clients that are eligible for HEN, Veteran assistance or other housing programs.

In-Kind Support: CCAP will support costs for the staff who will be providing direct service, sharing costs for communications and space rent.

#### **4. Staff and Organizational Experience:**

Coastal Community Action Program (CCAP) was started 50 years ago to combat issues and impacts of poverty. For over twenty years CCAP has provided housing programs including Rapid Rehousing for households who are homeless or at risk of homelessness, Transitional Housing, Shelter for families and Emergency Housing. CCAP has a long history of working directly with service providers and community organizations, including DSHS, behavioral health organizations, advocacy groups, domestic violence and criminal justice systems.

Currently Coastal Community Action Program maintains five houses that provide group housing for up to 25 individuals. In partnership with Behavioral Health Resources tenants are provided support to maintain stable supported housing. CCAP provides housing responsibility and Behavioral Health provides access to individual services and weekly house meetings.

CCAP housing programs use a Housing First model that moves people to housing without preconditions of treatment or services. Progressive engagement is utilized to support clients as needed, but never as a requirement.

Responsible staff will be the Program Manager who will provide program design and direct supervision. The Housing Specialist will be responsible to work with clients to identify housing barriers and to cultivate community resources.

The Program Manager has over twenty years of experience in program design and implementation, including building evidence based training programs for service providers in the areas of Secondary Trauma and Trauma Informed Care. She has experience training and supervising staff, including staff at various sites that provide direct services to people in crisis. She has built community coalitions including agencies, government, service providers, law enforcement, medical providers, emergency services and faith organizations to create operational plans to address community issues.

The Housing Specialist will build community partnerships with housing resources including landlords and property managers, as well as other community resources. The Housing Specialist will receive training in housing intake and client support to identify and barriers, and the process for assisting clients with housing placement.

Willapa's program expertise is in the form of both agency and personnel experience. Willapa Behavioral Health has been the community mental health center for Pacific County for nearly 30 years. They have provided supportive housing for approximately 10 years. Case Managers are trained to work with clients to connect to area services such as DSHS, primary care, public transportation, and help develop needed skills to navigate their own community.

Overall program oversight of WBH services is performed by Clinical Director, Jennifer Magneson, PsyD. She has worked with individuals and families experiencing chronic mental health issues for over 2 decades. She has a doctoral degree in Clinical Psychology and has worked with inpatient psychiatric, criminal justice, school, and community mental health populations. Within each of those groups has been a consistent theme of the need for stable housing: a place to begin the healing process and the integration into community. Most recently, she has spent the past 3-years working in collaboration with county disability housing to provide support and treatment to some of the communities most vulnerable adults.

Vernon Rose is the WBH CD Program Administrator. He has spent two decades working with chemically dependent populations performing direct services. Vern has managed programs which included supportive housing as part of the continuum of care, and currently serves in the "landlord" capacity for WBH Triplexes. Screening and placing clients, as well as case managing, and developing appropriate discharge and transition planning are all areas of his expertise.

**5. Evaluation: Describe how project success will be measured. Include the following information:**

The project will have two primary measures:

1. The time it takes to place a client into stable housing. Since this is a new program the initial target will be less than 45 days. That target will be adjusted with increasing success.
2. The increase in housing relationships and available options. A baseline will be set within 60 days of the program start and then measured to increase the options by 20%.

Regular follow-up with individuals and tracking data will be used to identify barriers for individuals to remain stably housed. In collaboration with Willapa Behavioral Health, tracking data will be used to identify barriers for individuals to remain stably housed.

## Project Work Plan Template

<b>GOAL ONE: Increase access to permanent housing options for people with mental illness.</b>		
<i>Strategy 1: Develop Housing Options</i>		
<b>Activity</b>	<b>Who's responsible?</b>	<b>By when?</b>
Identify current housing providers.	Housing Specialist	2 months
Meet individually with property managers to work towards increased access to housing.	Housing Specialist	3 months and ongoing
Identify other housing programs and options, Veteran programs, Housing Authority, etc.	Housing Specialist	3 months and ongoing
<i>Strategy 2: Develop a Housing Inventory</i>		
<b>Activity</b>	<b>Who's responsible?</b>	<b>By when?</b>
Develop a listing of current inventory and interested landlords.	Housing Specialist	2 months
Update housing inventory regularly.	Housing Specialist	Month 2 and then twice a month

<b>GOAL TWO: Reduce Barriers to Housing for Clients</b>		
<i>Strategy 1: Support Clients to Secure Housing</i>		
<b>Activity</b>	<b>Who's responsible?</b>	<b>By when?</b>
Support clients with housing search.	Housing Specialist	1 month
Develop an orientation for clients for housing success and landlord relationships.	Program Manager	2 months
As needed do housing inspections, assist with application, setting up utilities, etc.	Housing Specialist	1 month
<i>Strategy 2: Support Clients to maintain housing</i>		
<b>Activity</b>	<b>Who's responsible?</b>	<b>By when?</b>
Maintain open communication with Willapa staff, other service provider and landlords/property managers.	Housing	ongoing
Meet monthly with staff from Willapa Behavioral Health to access project successes and opportunities for improvement.	Housing Specialist, Supervisor	Monthly, starting month 2

Updated August 17, 2015

**Attachment D - BUDGET**

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
Rental Assistance for 8 clients	\$28,872	\$3,000 People qualifying for other housing resources. \$12,480 Client payments to pay 30% of their income	\$44,352 (4 persons@ \$619 *8 months) 4 persons @\$767* 8 months
Move-In Costs	\$5,000		\$5,000
.3 Housing Specialist	\$15,601		\$15,601
.1 Direct Supervision	\$1,693	\$5,079	\$6,772
.5 CM		\$24,033	\$24,033
Chemical Dependency Services for 4 Co-Occurring Disordered clients		\$66,004	\$66,004
Mental Health Services for 8 clients (therapy, case management, prescribing, meds management)		\$149,840	\$149,840
Supplies: client resources, communications, file cabinet, space usage, computer, mileage, office supplies, training, desk	\$4,075	\$1,475 Communications, supplies	\$5,550
Agency Admin	\$4,420	\$1,104 2% Agency Admin	\$5,524
<b>TOTAL</b>	<b>\$59,661</b>	<b>\$263,015</b>	<b>\$322,676</b>

\*Describe source of funds.

## Year 2 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
Rental Assistance for 8 clients	\$33,396	\$3,600 People qualifying for other housing funding. \$12,900 Client payments to 30% of their income	\$49,896 (4 persons@ \$619 * 9 months) 4 persons @\$767* 9 months
Move-In Costs	\$2,500		\$2,500
.3 Housing Case Manager	\$15,601		\$15,601
.1 Direct Supervision	\$1,693	\$5,079	\$6,772
.5 CM		\$24,033	\$24,033
Chemical Dependency Services for 4 Co-Occurring Disordered clients		\$66,004	\$66,004
Mental Health Services for 8 clients (therapy, case management, prescribing, meds management)		\$149,840	\$149,840
Supplies: client resources, communications, space usage, mileage, office supplies, training	\$3,050	\$910 Communications, space	\$3,950
Agency Admin	\$4,499	\$1,125 2% Agency Admin	\$5,624
<b>TOTAL</b>	<b>\$60,739</b>	<b>\$20,228</b>	<b>\$80,987</b>

\*Describe source of funds.

NOTE:

If we cannot provide the full funding, what is the minimum dollar amount needed in order to still run your proposed project? \$55, 873

Please indicate how the project would be affected, if funded at this minimum amount.

Impacts to the project would be reduced access to housing for clients, either in reduction of the number of clients served or the length of time that clients can remain stably housed. The Housing Specialist will lose some capacity for building community relationships with landlords and property managers.



To: Pacific County .1% Committee  
Date: 10/26/2015  
Subject: CCAP and WBH Collaborative Housing Grant

Willapa Behavioral Health is pleased to announce our partnership with Coastal Community Action Program, designed to provide supportive housing in North Pacific County for Willapa Behavioral Health Clients. We are committed to the following match funds for clients participating in the program: \$239,877 per year. This breaks down in the following way:

- 1) .5 FTE of a CM \$24,033
- 2) Chemical Dependency services for an expected 4 Co-Occurring Disordered clients \$66,004
- 3) Mental Health services for 8 clients (therapy, case management, prescribing, meds management) \$149,840

Willapa Behavioral Health is the community mental health provider for Pacific County. In addition, we hold the county contract for providing substance use disorder services for adults. We stand in full support of Pacific County Health and Human Services Department in their bid to develop long term housing for our community's residents. Our particular population includes individuals who have often experienced years of homelessness coupled with mental health or substance use disorders. Providing stable housing can be the first step to solid recovery for many of these individuals. We know how vital stable living conditions can be for individuals with a behavioral healthcare need.

In addition to collaborating with CCAP on this application, Willapa Behavioral Health currently owns six units which house 10 Willapa clients for short term housing in South Pacific County. A noted gap in services occurs when clients are achieving wellness, meaning they will graduate from services, but suffer decompensation at the thought of having no place to live. The CCAP/WBH partnership can help fill this gap with the coordination of the CCAP Housing Specialist and the WBH Case Manager as the time approaches. A transition and discharge plan can assist and carefully help a client get ready for the "next steps."

Willapa Behavioral health is a community partner in multiple county coalitions: Teen Advocacy Coalition, where we serve as the fiscal agent; Pacific County Youth Alliance, where we also serve as fiscal agent. Wellspring, a Drug Free Communities coalition is also a partner, as is Willapa Community Network, a provider coalition in North County.

2204 Pacific Avenue N

Long Beach, WA 98631

☎ 360.642.3787

☎ 360.642.2096

[www.willapabh.org](http://www.willapabh.org)

Post Office Box 65

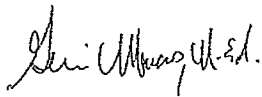
South Bend, WA 98586

360.942.2303 ☎

360.942.5312 ☎

We partner with Pacific County as a member of the Pacific County Housing Committee, and the Health and Human Services Advisory Committee.

I have worked in partnership with the county for over twenty-five years in a variety of community roles: education, hospital and healthcare, and community behavioral health. In all of these agencies, housing and homelessness are an issue. I am looking forward to an increased level of services and support through this housing application effort.

A handwritten signature in cursive script, appearing to read "Geri Marcus, M.Ed.", written in dark ink.

Sincerely,  
Geri Marcus, M.Ed.  
Executive Director  
Willapa Behavioral Health





REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor / Election

DIVISION (if applicable): \_\_\_\_\_

OFFICIAL NAME & TITLE: \_\_\_\_\_

PHONE / EXT: 3311

SIGNATURE: [Signature]

DATE: 7/27/2016

NARRATIVE OF REQUEST

Purchase Budgeted computer for elections

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

Approve purchase of two monitors and a Dell Optiplex computer from state bid in an amount not to exceed \$1,524.42, subject to adequate budget appropriations

## eQuote Summary

Description	Quantity	Unit Discounted Price	Subtotal Discounted Price
OptiPlex 7040 MT	1	\$991.51	\$991.51

eQuote Subtotal	\$991.51
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$79.33
Environmental Disposal Fee*	\$0.00

**eQuote Total\* \$1,070.84**

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

## eQuote Details

Description	Quantity	Price
xctoo7040mtusr   OptiPlex 7040 MT	1	\$1,625.43
Premier Discount		-\$633.92
		<hr/> \$991.51

Module	Description	Product Code	SKU	ID
Processor	Intel® Core™ i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	i76700	[338-BHUH] [412-AAGU]	146



# Quote 1025537086528.1

## COUNTY OF PACIFIC

Salesperson	Quote Details	Billing Details
Salesperson Name Rita Fernandez	Quote Date 07/27/2016	Company Name COUNTY OF PACIFIC
Salesperson Email Rita_Fernandez@Dell.com	Quote Validity 08/26/2016	Customer Number 7153115
Salesperson Phone 1(800) 456-3355	Solution ID -	Phone Number 1 (360) 8759368
Salesperson Extension 5130564		Address 211 COMMERCIAL ST ATTN/ANDREE HARLAND RAYMOND WA 98577-2429 US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell UltraSharp 24 InfinityEdge Monitor - U2417H	2	\$209.99	\$419.98
Subtotal			\$419.98
Tax			\$33.60
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			<b>\$453.58</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:

08/09/2016

## AGENDA REQUEST FORM

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

Agenda Item#: 27

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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: Prosecutor's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mark McClain, Prosecutor

PHONE / EXT: 875-9361

SIGNATURE: 

DATE: 8/2/16

### NARRATIVE OF REQUEST

The Washington Association of Prosecuting Attorney's has been successful in advocacy for victim rights through the federal Violence Against Woman Act, and our revenue will increase from \$30-35,000 to \$65,071 beginning 7/1/2016. This is "non-supplanting" funding and we, therefore, request an increase to the Legal Assistant I position, currently held by Elaine Fosse, from 0.70 to 1.0 FTE beginning September 1, 2016

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

Acknowledge Grant No. S17-31102-523 with WA State Department of Commerce/Community Services and Housing Division Office of Crime Victims Advocacy in the amount of \$65,071 and approve the increase of Elaine Fosse to 1.0 FTE, effective September 1, 2016

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

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

Department of Commerce - Office of Crime Victims Advocacy

☐ **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:



# Department of Commerce

Innovation is in our nature.

**Grant to**

Pacific County Prosecutor's Office

through

Office of Crime Victims Advocacy  
Community Services and Housing Division

**For**


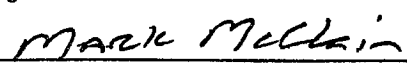
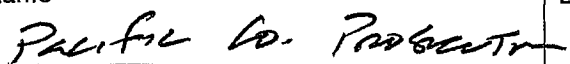
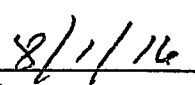
Provide funding that strengthens Victim/Witness  
Assistance program activities.

**Start date:** July 1, 2016

## FACE SHEET

Grant Number: S17-31102-523

Washington State Department of Commerce  
Community Services and Housing Division  
Office of Crime Victims Advocacy  
SFY 2017 Victim/Witness Assistance Grant

<b>1. Grantee</b> Pacific County Prosecutor's Office PO Box 45 South Bend, WA 98586-0045		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Bonnie Walker Paralegal Victim/Witness Coordinator Phone: 3608759361 Fax: 3608759362 bwalker@co.pacific.wa.us		<b>4. COMMERCE Representative</b> Stephanie Pratt Program Coordinator Phone: (360) 725-2899 Fax: (360) 586-7176 stephanie.pratt@commerce.wa.gov PO Box 42525 (98504-8304) 1011 Plum Street SE Olympia, WA 98501	
<b>5. Grant Amount</b> \$ 65,071.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2016	<b>8. End Date</b> June 30, 2017
<b>9. Federal Funds (as applicable)</b> Victims of Crime Act		<b>Federal Agency</b> Department of Justice, Office for Victims of Crime	<b>CFDA Number</b> 16.575
<b>10. Tax ID #</b> 91-6001356	<b>11. SWV #</b> 0916001356-01	<b>12. UBI #</b>	<b>13. DUNS #</b> 084604016
<b>14. Grant Purpose</b> Provide funding that strengthens Victim/Witness Assistance program activities.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A - Scope of Work, Attachment B - Budget, Attachment C - Equal Employment Opportunity Plan Certification, Attachment D - Certification Regarding Victim/Witness Assistance Activities, Attachment E - Final Program Guidelines, Victims of Crime Act Victim Assistance Grant Program; and Grantee's Application for Funding.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Name  _____ Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</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:

August 9, 2016

## AGENDA REQUEST FORM

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

Agenda Item #: 28

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

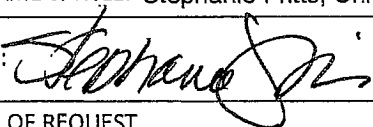
☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: August 3, 2016
NARRATIVE OF REQUEST  Request approval and signature on Contract E17-048 with WA State Emergency Management E911 Office in the amount of \$353,081.00 for the purchase and installation of capital equipment including 1) 911 phone system 2) UPS system 3) master clock 4) Stencil logging recorder upgrade 5) Spillman CAD Server 6) mapping software/hardware 7) mapping data development and 8) call detail recorder. Each project related purchase will be submitted to the Board of Commissioners on a case by case bases.	
RECOMMENDED MOTION <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u>  Approve E911 County Equipment Contract Agreement #E17-048 with WA State Military Department/ Emergency Management Division and authorize Chair to sign	



Name of Contractor: WA State Emergency Management Division, E911 Section

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
E17-048

☐ **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: 300 Memorial Dr

Sole source and RFP

**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): Upgrades to existing equipment will be sole source

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

This contract was anticipated and the amount was included in the last supplemental budget.

TOTAL COST/AMOUNT (include sales & use tax): \$353,081.00

TOTAL TAX: \$26,160

TOTAL SHIPPING/HANDLING: estimated \$2,000.00

EXPENDITURE FUND #: 160 .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: Local 911 tax

**E911 County Equipment Contract FY 2016/17**

Washington State Military Department (DEPARTMENT) AND  
 Emergency Management Division  
 Camp Murray, Building #20, M.S. TA-20  
 Tacoma, WA 98430-5000  
 (253) 512-7481  
 Contact Person: Teresa Lewis  
 E-mail: teresa.lewis@mil.wa.gov

Pacific County (COUNTY)  
 Post Office Box 187  
 South Bend, WA 98586  
 (360) 875-9340  
 Contact Person: Stephanie Fritts  
 E-mail: sfritts@co.pacific.wa.us  
 TIN#: 91-6001356 / UBI#: 254-000-662

Maximum Amount: **\$353,081**Beginning Date: July 1, 2015Expiration Date: August 15, 2017**Brief Description:**

This is a reimbursement contract. Reimbursement is limited to the maximum contract amount, equipment, services and other listed budget categories on an actual cost basis for certain approved incurred eligible, approved and incurred equipment expenses as described in WAC 118-66-050(3) and Enhanced 911 (E911) policies incorporated herein by reference in the amounts described in the Budget Sheet (Attachment D).

**I. INTRODUCTION:**

The DEPARTMENT'S State E911 Coordinator's Office (SECO) coordinates and facilitates the implementation and operation of E911 emergency communications throughout the state. It is responsible for the reimbursement of expenses by counties for eligible expenses from excise tax revenue retained in the state E911 account.

Funding: PI# 77282 and 77200 NZ State-03F Enhanced 911

**II. KEY PERSONNEL:**

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

**COUNTY:****DEPARTMENT:**

Name/Title	Stephanie Fritts, E911 Coordinator	Name/Title	Teresa Lewis, E911 Enterprise County Assistance Program Manager
E-Mail	sfritts@co.pacific.wa.us	E-Mail	teresa.lewis@mil.wa.gov
Phone	360.875.9340	Phone	253.512.7481

**III. ADMINISTRATIVE REQUIREMENTS:**

The COUNTY shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

**IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:**

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";

- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement...based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

**V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:**

- A. Consistent with the statutes and regulations cited, this contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items. This contract contains one category of eligible expenses: Equipment as described below:
  - i. Equipment expenses are only reimbursed pursuant to this contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the E911 Policies and set out in Section VII D of this contract. Equipment funding is only available when the COUNTY has:
    - a. Imposed the maximum county enhanced 9-1-1 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
    - b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible operational expenses.
    - c. Eligible enhanced 9-1-1 expenses as described in WAC 118-66-040.
    - d. A 911 system that is completely enhanced for wireline and wireless E911 services.
- B. Expenses.
  - i. General Reimbursement Requirements for COUNTYS:
    - a. Reimbursement will be made, contingent upon funding availability, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
    - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in E911 Policy, see Section VII D of this contract;
    - c. In the event available funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
    - d. Funding is for primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;
  - ii. Ineligible Items:
 

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the equipment of the E911 system are not eligible for state financial assistance or reimbursement under this contract.

iii. Expense Documentation and Approval:

- a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization as set out in Section VII E below;
- b. COUNTY must submit eligible Expense Reports and/or requests for reimbursement so they are received by the DEPARTMENT by the 30th day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
- c. Expenses contained in Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed. However, revenues reported in such Expense Reports will be counted as part of the County's local revenue;
- d. Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30 day submittal requirement, but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

**VI. PERFORMANCE PERIOD AND PAYMENT:**

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2015** and **June 30, 2017** which is also known as the performance period. Work started prior to July 1, 2015 and/or not complete by June 30, 2017 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

**VII. THE COUNTY AGREES TO:**

- A. **Local Funding:** The COUNTY affirms that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY ensures the funds provided by the DEPARTMENT as described in the Budget attached as Attachment D, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the E911 policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with E911 policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2015** and **June 30, 2017**.
- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY agrees to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of enhanced 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in,

pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.

**D. Enhanced 911 Policies:** The COUNTY agrees to abide by all of the following E911 Policies, as amended, available at [FY16 E911 Policies One Drive Link](#) and incorporated by reference:

- E911 Capital Equipment Support Policy (PDF)
- E911 County Contract Policy (PDF)
- E911 County Coordinator Professional Development Contract Policy (PDF)
- E911 County Regionalization Contract Policy (PDF)
- E911 County-WSP Equipment Contract Policy (PDF)
- E911 Next Generation 911 Implementation Policy (PDF)
- E911 Statewide Services Support Policy (PDF)
- E911 Training Policy (PDF)

**E. Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
<b>Monthly Expense Reports</b>	<b>1</b>	<b>No later than 30 days following the end of the month</b>
<b>Mid-Year Budget Review</b>	<b>1</b>	<b>January 31, of each year</b>
<b>E911 Project Grant – Quarterly Progress Report</b>	<b>4/8</b>	<b>Required quarterly (every three months)</b>
<b>Final Reimbursement Request</b>	<b>1</b>	<b>July 31, 2017</b>

All contract work must not start prior to July 1, 2015 and must be delivered, installed/completed and accepted by June 30, 2017; although the final report may be submitted by July 31, 2017 as described above. Final billing not received by July 31, 2017, may not be processed.

**F. Reallocation of Funds:** Within the Capital Equipment category, the contractor is allowed to reallocate up to 10% of approved and unspent Capital Equipment funds to other budget categories within the Capital Equipment category. Cumulative changes to Capital Equipment budget categories that exceed 10% of the Contract amount will not be reimbursed without prior written authorization from the DEPARTMENT. In no case shall the total budget amount exceed the Contract amount. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

**G. Compliance with State Law:** The COUNTY will comply with all state law applicable to counties.

**H. Equipment Management:** All equipment purchased under this Contract by the COUNTY will be recorded and maintained in the COUNTY's equipment inventory system.

- i. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY.
- ii. The COUNTY shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment including all questions of liability. The COUNTY shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state account.
- iii. The COUNTY shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, who holds title; the acquisition date; the cost of the equipment; the location, use and

condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

- iv. Records for equipment shall be retained by the COUNTY for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the COUNTY until all litigation, claims, or audit findings involving the records have been resolved.
  - v. The COUNTY shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the COUNTY to determine the cause of the difference. The COUNTY shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the COUNTY.
  - vi. The COUNTY shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the DEPARTMENT.
- I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY. The DEPARTMENT accepts no responsibility to the COUNTY, or to any third party, other than as is expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the COUNTY, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the COUNTY shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY in connection with the project. The COUNTY shall not look to the DEPARTMENT, or to any state agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### **VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:**

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$353,081**, or actual cost, whichever is lower, pursuant to the schedule set out in the State Reimbursement Schedule (Attachment C) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

This Contract, the General Terms & Conditions (Attachment A), Statement of Work (Attachment B), State Reimbursement Schedule (Attachment C), Budget Sheet (Attachment D), and Equipment Maintenance Certification Log (Attachment E) govern the rights and obligations of the parties to this Contract.

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

BY: \_\_\_\_\_  
Signature Date  
Richard A. Woodruff, Contracts Officer  
Washington State Military DEPARTMENT

BY: \_\_\_\_\_  
Signature Date  
Frank Wolfe, Chairman  
Pacific County Board of Commissioners

BOILERPLATE APPROVED AS TO FORM  
Dawn C. Cortez (signature on file 7/24/15)  
Assistant Attorney General

**ATTACHMENT A  
GENERAL TERMS & CONDITIONS**

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
  - a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT.
  - b. "COUNTY" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
  - c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
  - d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
  - 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 DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the DEPARTMENT 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. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
  - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes 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:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY 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:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **CHANGES AND MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes to the Contract. Any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment. 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 shall not be binding.



- 7) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 8) **CONTRACT MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes in services to be performed with funds subject to this contract. Any such changes that are mutually agreed upon by the DEPARTMENT and the COUNTY 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, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding. It is mutually agreed and understood that the COUNTY is allowed to reallocate funds within Capital Equipment category, the contractor is allowed to reallocate up to 10% of approved and unspent Capital Equipment funds to other budget categories within the Capital Equipment category. Cumulative changes to Capital Equipment budget categories that exceed 10% of the Contract amount will not be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.
- 9) **COUNTY NOT EMPLOYEE OF AGENCY:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, 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 COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 10) **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 COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the Public Records Act or court order.
- 11) **DISPUTES:** 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 DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 12) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.

- 13) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the Military DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.
- 14) **INDEMNIFICATION:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 15) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 16) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self insured retention, proof of its additional insurance, and all loss coverage. This program of self insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 17) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 18) **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 contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 19) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 20) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, 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 contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The COUNTY 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 COUNTY 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) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

23) **RECORDS, MONITORING AND AUDIT ACCESS:**

- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
- b. To permit such monitoring, the COUNTY 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 Contract. 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 agreement.
- c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement 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 COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

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

- 25) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with sub-contractors that are entered into under this Contract. All sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

**26) TERMINATION:**

- a. If, through any cause, the COUNTY or its sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

- 27) TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

- 28) TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

- 29) 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 Contract 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 Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**ATTACHMENT B  
STATEMENT OF WORK  
E911 COUNTY EQUIPMENT CONTRACT - FY2016/17  
July 1, 2015 – June 30, 2017**

**BASIC LEVEL OF OPERATING SERVICES**

- Maintenance Deliverables
  - The county will maintain the equipment per manufacturer's recommendations
  - County will complete and return to the department the equipment maintenance certification log (See Attachment E)

**EQUIPMENT**

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66-050 and in accordance with Budget Sheet (Attachment D)
- Capital equipment purchases must be pre-approved by the SECO

**ATTACHMENT C**  
**STATE REIMBURSEMENT SCHEDULE**  
**E911 COUNTY EQUIPMENT CONTRACT - FY2016/17**  
 July 1, 2015 – June 30, 2017

<b>CAPITAL/EQUIPMENT SECTION</b> <i>(for more details about eligible equipment refer to the Capital Equipment Support Policy            ALL equipment purchases MUST BE PRE-APPROVED BY THE SECO IT STAFF.)</i>		
<b>ELIGIBLE ITEM</b>		<b>STATE REIMBURSEMENT</b>
S1	Customer Premise Equipment (CPE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future Next Generation Technology requirements.
S1.2	CPE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver work station based on a <b>five-year</b> life cycle.
S1.3	CPE Server	Replacement of CPE system call processing server at the backroom CPE, based on a <b>five-year</b> life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Capped at <b>\$500</b> per approved PSAP call receiving position, based on a <b>five-year</b> life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call answering positions at the PSAP. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Migration to new mapping platform/software	A one-time purchase of a required migration to new mapping platform or software is capped at <b>\$15,000</b> per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping system Central Processing Units (CPU) at the call receiver work station based on a <b>five-year</b> life cycle.
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a <b>five-year</b> life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries to include an entire battery bank.
B2	Route Diversity between Serving End Office and PSAP	A method of assuring continuity of service by using multiple geo-diverse transmission routes to deliver 9-1-1 calls from a serving end office to the PSAP.

B7.1	E911 GIS Modernization	Hardware, software, and services used by the E911 MSAG/Mapping/GIS Coordinator to create, edit and maintain GIS Data used in call routing and synchronization of ALI to GIS data. Calculated at <b>\$10,000</b> (per fiscal year).
B8	Instant Call Check	Equipment that records E911 call conversations for immediate playback on demand. One per approved PSAP call receiving position, telephone only (i.e. no radio) may be part of CPE system.
B9	Mapping Display Equipment	Equipment capable of displaying E911 call locations on a map. Capped at <b>\$500</b> per approved PSAP call receiving position, based on <b>five-year</b> life cycle.
B10	E911 Management Information Systems (MIS)	Equipment that collects, stores, and collates E911 call data into reports and statistics.
B11	Call Detail Recorder or Printer	Purchase or lease and installation of the hardware and software components required to support the call detail recorder or printer.
C1	Logging Recorder for E911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as defined in NENA's recommended standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.2	CAD Interfaces	Interfaces to police, fire, and emergency medical dispatch call processing modules are eligible and limited to a one-time purchase up to <b>\$30,000</b> .
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver work station based on a <b>five-year life</b> cycle.
C2.4	CAD Server	Replacement of CAD call processing server, based on a <b>five-year</b> life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment is capped at <b>\$1,000</b> per approved PSAP call receiving position, based on a <b>five-year</b> life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support E911 telephone services for backup purposes. Shall not exceed <b>\$40,000</b> and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software components required for a basic clock synchronizer as recommended by NENA requirements to include the necessary modules purchased at the same time to integrate the master clock signaling to the PSAP's electronic system.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment is capped at \$15,000 per approved call receiving position with a ten-year life cycle. Provided that the SECO may authorize exceeding the cap if market evidence indicates the current cap is not sufficient.

**ATTACHMENT D  
BUDGET SHEET  
E911 COUNTY EQUIPMENT CONTRACT – FY2016/17  
July 1, 2015 – June 30, 2017**

	SFY2016/17
Capital Equipment	\$ 353,081
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$ 353,081</b>



**ATTACHMENT E**  
**EQUIPMENT MAINTENANCE CERTIFICATION LOG**  
**E911 COUNTY EQUIPMENT CONTRACT – FY2016/17**  
 July 1, 2015 – June 30, 2017

**PACIFIC** County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)			
PSAP Mapping			
Uninterruptible Power Supply (UPS)			
Instant Call Check			
911 Management Information System (MIS)			
Call Detail Recorder/Printer			
Logging Recorder			
Computer-Aided Dispatch System			
Auxiliary Generator			
Clock Synchronizer			
Call Receiver Console Furniture			

\_\_\_\_\_  
 Signature (name and title)



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 29

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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>May</i>	DATE: 7/28/2016
NARRATIVE OF REQUEST James Karnofski has submitted is application for the new agriculture position on the Solid Waste Advisory Committee.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Appoint James Karnofski to the Solid Waste Advisory Committee representing Agriculture, effective immediately	



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 30

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

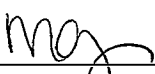
Review ☐ Clerk of the Board  
☐ Risk Mgmt  
☐ Legal Required

#### 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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/28/2016
NARRATIVE OF REQUEST Kathy Zeigler was appointed to the Fair Board in January, 2016. The Fair Manager has notified us of her resignation.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept resignation of Kathy Zeigler from the Fair Board	



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 31

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

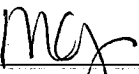
Review ☐ Clerk of the Board  
☐ Risk Mgmt  
☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/28/2016
NARRATIVE OF REQUEST At your continued meeting of July 18, 2016, Resolution 2016-025 was adopted dissolving the Oysterville Design Review Board. We will need to confirm adoption of Resolution 2016-024 as the correct number.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm adoption of Resolution 2016-024 dissolving the Oysterville Design Review Board	



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 32

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

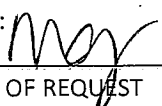
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 8/2/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve support letter to the US Fish & Wildlife Services for the development of a new Natural Resource Center for the Willapa National Wildlife Refuge	



# *Pacific County* **COMMISSIONERS**

---

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

August 9, 2016

Robyn Thorson, Regional Director  
USFWS  
911 NE 11th Ave  
Portland, OR 97232

Dear Director Thorson:

We are writing to encourage the USFWS to consider the development of a new Natural Resource Center (Office/Visitor Center) for the Willapa National Wildlife Refuge (Refuge) as a very high priority for this region. We strongly feel that the Refuge needs to be more visible and accessible to the community and visitors. This is not possible under the current situation. In addition, at present, the Refuge headquarters has severe structural deficiencies, does not meet water and sanitation standards, and doesn't even have room for its current staff.

There are obvious benefits of a new headquarters to the operations of the refuge, but most importantly we feel that it would provide for increased tourism/economic revenue and promote the refuge and the region's natural and cultural history. A new Natural Resource Center is also pivotal to starting and completing the Beach to Bay Trail connecting the Refuge to the Discovery Trail and Lewis & Clark National Historic Park. This trail is an unprecedented link across habitats (Columbia River, Pacific Ocean beaches, interdunal wetland and lakes, salt marshes and estuaries (Willapa Bay) and ownership/management (National Parks, National Wildlife Refuge, Washington State Parks, Columbia Land Trust, Washington Department of Natural Resources, Pacific County and the City of Long Beach). The Visitor Center is seen as central to the success of this endeavor, as well as being central for environmental education of all ages, with a community room for exhibits, art and history displays, lectures, education, and meetings.

An example of the potential impact of a new headquarters can be demonstrated by looking at birding. Willapa Bay is an area of international importance for shorebird and waterfowl migration. However, easy access to the bay for viewing is extremely limited. Along with the proposed Visitors' Center, the proposed hiking trail along Tarlatt Slough to Willapa Bay and the viewing platform/shelter would provide new opportunities for birding tourism and education. With trail/Visitors' Center anticipated annual visitation rate of 200,000 people, this would have a large economic impact, estimated at \$2.2 million/year, to a region of the state that is in the bottom quartile of all the economic and health indices for Washington State.

We would encourage you to meet with us to discuss the opportunities and challenges of this project. We (Friends of Willapa NWR) will be starting a capital campaign with the South Pacific County Community Foundation and are eager to help raise funds for the Refuge's new center.



# *Pacific County* **COMMISSIONERS**

---

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

August 9, 2016

We understand that this region's current priority for a new facility is the Ridgefield NWR. We concede that Ridgefield is indeed in critical need of a new office and visitor center. However, we would hope that you would consider Willapa NWR's need for a new center as equally important, and a critical priority for our community.

Thank you for your consideration.

Sincerely,

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

---

Frank Wolfe, Chairman

---

Lisa Ayers, Commissioner

---

Steve Rogers, Commissioner



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 33

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

☐ 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: <i>mgj</i>	DATE: 7/28/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2016-_____ establishing Commissioners' Rules and Procedures	



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

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

**IN THE MATTER OF ESTABLISHING THE BOARD OF  
PACIFIC COUNTY COMMISSIONERS RULES AND PROCEDURES**

**WHEREAS**, there is a need to provide Rules and Procedures as it relates to the office of the Board of Pacific County Commissioners; and

**WHEREAS**, establishing clear Rules and Procedures will provide consistency and guidance for the commission; and

**WHEREAS**, the Board of Pacific County Commissioners desire to establish these Rules and Procedures.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Rules and Procedures for the Board of Pacific County Commissioners are hereby adopted.

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST

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

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

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

# **BOARD OF PACIFIC COUNTY COMMISSIONERS RULES AND PROCEDURES**

## **Section 1: Time and Place of Meetings**

- A. Regular meetings of the Board of Pacific County Commissioners will be held the second and fourth Tuesday of each month beginning at 9:00 a.m. or as soon thereafter as possible, in the Commissioners Meeting Room of the Pacific County Courthouse Annex, 1216 W Robert Bush Drive, South Bend, Washington.
- B. Special meetings of the commission may be called by the Chair of the commission or by a majority of its members.
- C. All meetings must be held in accordance with the Open Public Meetings Act of 1971 as amended, Chapter 42.30 RCW.

## **Section 2: Quorum and Action.**

- A. A majority of the members of the commission shall constitute a quorum for the conduct of all regular, special, and emergency meetings of the commission.
- B. A quorum is required to take action on any motion placed before the commission.

## **Section 3: Voting**

- A. Votes on motions before the commission shall be by a call for ayes and nays. Should the Chair be undecided on the outcome, or should a member of the commission request, the ayes and nays shall be shown by raising of hands or other appropriate method.
- B. If a Commissioner has missed a meeting where the subject of a motion was discussed, the commissioner should take reasonable steps to become familiar with any debate or public statements regarding the subject of the motion prior to casting a vote.
- C. Each member present has a duty and obligation to vote on all requests put to the commission, unless a conflict of interest or appearance of fairness question is present.

## **Section 4: Attendance**

- A. Commissioners who will be absent from a regular or special meeting of the Commission will be recorded as an excused absence if they contact the Chair, Vice Chair, or Clerk of the Board prior to the meeting.

- B. A commissioner may attend a meeting from a remote location via an electronic, telephonic or other connection provided:
- a. Equipment is available in the meeting room to facilitate such attendance.
  - b. The Commissioner has provided reasonable (24-hour) notice to the Chair, Vice Chair, or Clerk of the Board of the need to attend the meeting from a remote location; and
  - c. All commissioners, present at the meeting site or attending from a remote location, must be able to hear each other and be audible to the public attending the meeting.

### **Section 5. Electronic Signatures**

- A. Electronic signatures may be inserted for commission member(s) that are absent at regular or special meetings but attend from a remote location as provided in Section 4.B.

### **Section 6: Duties of the Chair.**

- A. The Chair shall preserve order and decorum and in the interest of efficiency, may impose time and subject matter limits for testimony and comment given by the public and members of the commission.
- B. The Chair shall promote efficient operation of the commission.
- C. The Chair will serve as the spokesperson for the commission and general point of contact for media. Members of the commission are free to state their opinions on issues under consideration by the commission.

### **Section 7: Duties of the Vice Chair**

- A. The Vice Chair shall exercise the duties, powers and prerogatives of the Chair in the event of the Chair's absence. If the Chair is to be absent from a meeting, the Vice Chair will assume the Chair's duties to conduct that meeting.

### **Section 8: Emergencies**

- A. If it becomes impracticable, due to a disaster, to convene the Board of Pacific County Commissioners at their official office, they are authorized to convene at one of the following county owned sites or other locations as may become necessary:
- Department of Public Works, 211 Commercial Street, Raymond, WA 98577
  - Raymond Senior Center, 324 Jackson Street, Raymond, WA 98577
- B. After an emergency relocation, the official business of the Board of Pacific County Commissioners shall be lawfully conducted at such alternate site(s) for the duration of the emergency

**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.



REQUESTED MEETING DATE:

8/9/2016

## AGENDA REQUEST FORM

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

Agenda Item #: 35

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt


☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 5/24/2016
NARRATIVE OF REQUEST  Open public hearing Swear in those wishing to provide testimony/comment Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Assembly Permit Application as submitted by the Astoria-Warrenton Area Chamber of Commerce for the Great Columbia Crossing Walk/Run to be held October 16, 2016 in accordance with Assembly Ordinance No. 35B	



**Assembly Permit Application**  
**Pacific County Ordinance No. 35B**  
Pacific County Commissioners' Office  
Internet Address: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

PERMIT FEE: **\$250.00** (non-refundable)

OFFICE USE ONLY

*Received  
5/27/2014*

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

**EVENT/ASSEMBLY INFORMATION**

Organization/name of event: **Astoria-Warrenton Area Chamber of Commerce/Great Columbia Crossing 10k**

Location Address: **Dismal Nitch Rest Area**

Mailing Address: **PO Box 176, Astoria, OR 97103**

Contact person/person in charge: **Kelsey Balensifer**

Phone No.: **503-325-6311**

Date(s) of event: **October 16, 2016**

Overnight Camping? YES ☐ NO ☒

Water supply: **Containers supplied**

Sewage disposal: **United Site Services (or similar company)**

Number of people attending: **3,500**

Number of toilet facilities: **40 regular portable restrooms & 2 ADA portable restrooms**

*Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees, and 2 toilets handicap accessible.*

Number of hand washing facilities: **8 hand washing facilities**

Method of solid waste disposal: **Garbage cans; staff & volunteer clean up**

Number of food service facilities: **None**

Certificate of liability insurance: YES ☒ NO ☐ Filed:

Date:

Applicant's Signature: *Kelsey Balensifer*

Print Name: **Kelsey Balensifer**

Date: **5/25/16**

Approved By:

Date Issued:

**BOARD OF PACIFIC COUNTY COMMISSIONERS**

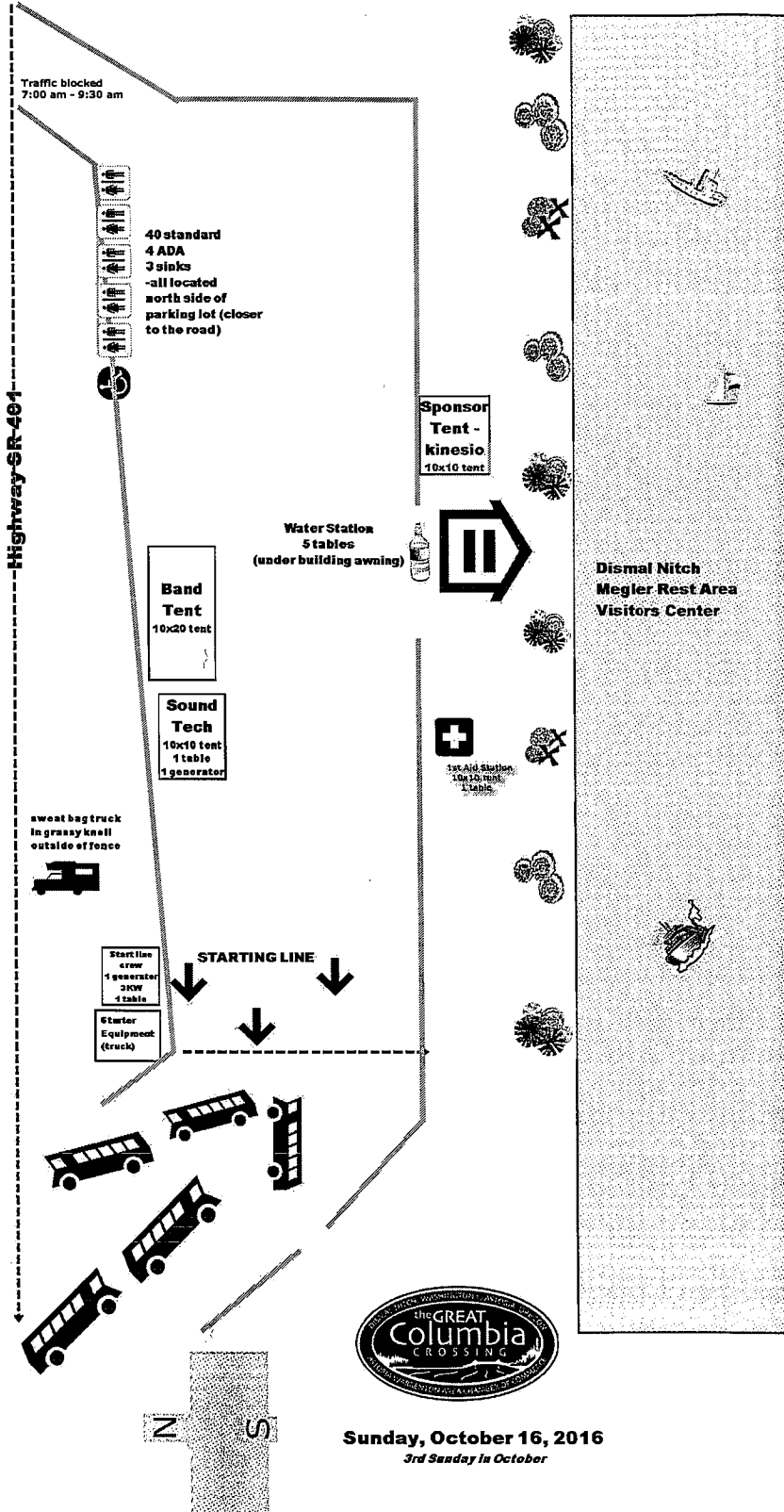
P.O. Box 187

South Bend, WA 98586

360/875-9337 FAX 360/875-9335

03/25/2016

## Volunteer Parking



**PLEASE DO NOT BRING BAGS!**  
**YOU CANNOT CARRY A BACKPACK, FANNY PACK, LUNCH BAG, ETC.**  
**IF YOU NEED TO BRING ANYTHING, IT NEEDS TO BE IN A CLEAR PLASTIC BAG. THANK YOU!!!**

All vehicles need to be outside the participant area. You can park in the volunteer lot unless otherwise noted - vehicles still must remain outside the fence.



# Great Columbia Crossing 10k: Security & Traffic Plan

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## **PARTICIPANTS:**

- Participants will NOT be allowed to bring backpacks/bags on the bus
- Video surveillance of participants getting on the busses
  - Flood lighting will be provided by ODOT for visibility (and safety) while loading the buses
  - The majority of participants get on a shuttle at Basin Street in Astoria
  - About 300 participants ride a shuttle from the Port of Chinook in Chinook

## **START LINE (Dismal Nitch):**

- 2 WSP troopers will be stationed at the start line (on foot)
- 2 DPSST certified security at the start line 12 hours before the event
- 1 K-9 federal protection service patrol at the start line before & while participants are congregating at the Dismal Nitch Rest Area
- 1<sup>st</sup> Aid Booth: 1 EMT with Medix & 1 Astoria firefighter/EMT
  - Astoria firefighter will bring AED + 1<sup>st</sup> aid kit

## **BRIDGE:**

- CCSO will (try to) provide the following:
  - 1 boat for Coast Guard patrol on the water
- 3 Warrenton firefighter/EMTs located along the race route (on the bridge) at miles 2, 3 & 4
- 2-4 Seaside motorcycle or bicycle officers on the bridge
- WSP will provide 1 trooper on foot at the base of the bridge + 1 trooper in a car assisting with traffic control on SR 401 (8:30 a.m. – 11:00 a.m.)

## **FINISH LINE:**

- 2 DPSST certified overnight security at the finish line 12 hours before the event occurs
- Medix ambulance stationed at the ODOT command center
- 1<sup>st</sup> Aid Booth: 1 paramedic with Medix & 1 Astoria firefighter/EMT
  - Astoria firefighter/EMT will bring AED + 1<sup>st</sup> aid kit
- 2 DPSST certified security at the start line 12 hours before the event
- 1 K-9 federal protection service patrol will sweep the finish line before participants arrive & continue service during the event

## **TRAFFIC (& additional law enforcement presence):**

- 2 Astoria police officers assisting with traffic control at Basin Street

# In the case of an emergency...

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If an emergency occurs before or during the event:

1. Call 911
  2. Staff and/or local law enforcement should notify the command center
    - Tell command center 911 has been called
    - Wait for direction from Skip regarding possible effect on the event
  3. Cancel, Delay or Evacuate the event:
    - Skip Hauke, Executive Director, makes the call regarding any changes to the event
    - Agency leaders at the Command Center can start a possible evacuation process (if necessary)
- Dismal Nitch: Staff will remain at Dismal Nitch until the event is complete. In the case of an evacuation from the bridge, Dismal Nitch will remain an evacuation zone where buses can return (possibly with a long delay).
    - Staff, water, restrooms & 1<sup>st</sup> responders will be at Dismal Nitch until 11:00 a.m.
  - Astoria (Basin Street): If the finish line is evacuated, participants will be directed to Pier 1 – unless they are allowed to leave the area in their cars.
  - Astoria High School: If the finish line & area are evacuated & participants are directed away from the scene – the Astoria High School parking lot will become an emergency evacuation site.