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

Friday, December 21, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Item A)

A) Approve Rainbow Valley Landfill Claims Vouchers
   SCS Engineers - $1,378.65
   City of Raymond- $325
   Broadband Environmental Services- $2,250
   Dragon Analytical Laboratory- $70
   PUD No. 2- $46.25
   Royal Heights Transfer Station, Inc.- $1,921.50

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 is an Equal Opportunity Provider, and Employer
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

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

VOUCHER # 2018-041
APPROVAL DATE 12/21/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0337810</td>
<td>10/31/18</td>
<td>3rd QRT WASTEWATER DMR</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>393.90</td>
</tr>
<tr>
<td>0331731</td>
<td>7/31/18</td>
<td>2nd QRT DMR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>393.90</td>
</tr>
<tr>
<td>0327331</td>
<td>5/31/18</td>
<td>1st QRT DMR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>590.85</td>
</tr>
</tbody>
</table>

TOTAL $1378.65

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

_Signature_  
Title
_Date_

Reviewed by:

_Signature_  
Title
_Date_

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

_Chairperson, Local Board of Health_
Pacific County, Washington

_Date_

RECEIVED
PACIFIC COUNTY

DEC 10 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Mr. Larry Bale
Rainbow Valley Landfill, Inc.
114 Airport Road
Raymond, WA 98577

Rainbow Valley Landfill Post-Closure Evaluation

- Prepared Second Quarter DMR's

Professional Services from July 1, 2018 to July 31, 2018

<table>
<thead>
<tr>
<th>Professional Personnel</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director II</td>
<td>2.00</td>
<td>390.00</td>
</tr>
<tr>
<td>Totals</td>
<td>2.00</td>
<td>390.00</td>
</tr>
<tr>
<td>Total Labor</td>
<td></td>
<td>390.00</td>
</tr>
<tr>
<td>Additional Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications Fee</td>
<td>3.90</td>
<td>3.90</td>
</tr>
<tr>
<td>Total Additional Fees</td>
<td></td>
<td>3.90</td>
</tr>
<tr>
<td>Total this Invoice</td>
<td></td>
<td>$393.90</td>
</tr>
</tbody>
</table>

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

Rainbow Valley Landfill Post-Closure Evaluation

- Reviewed analytical data and prepared the Third Quarter Wastewater DMR

Professional Services from October 1, 2018 to October 31, 2018

<table>
<thead>
<tr>
<th>Professional Personnel</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director II</td>
<td>2.00</td>
<td>390.00</td>
</tr>
<tr>
<td>Totals</td>
<td>2.00</td>
<td>390.00</td>
</tr>
<tr>
<td>Total Labor</td>
<td></td>
<td>390.00</td>
</tr>
</tbody>
</table>

Additional Fees

- Communications Fee: 3.90

Total Additional Fees: 3.90

Total this Invoice: $393.90

Thank you.
Rainbow Valley Landfill Post-Closure Evaluation

- Prepared First Quarter DMR's and coordinated with the analytical laboratory

**Professional Services from May 1, 2018 to May 31, 2018**

<table>
<thead>
<tr>
<th>Professional Personnel</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director II</td>
<td>3.00</td>
<td>585.00</td>
</tr>
<tr>
<td>Totals</td>
<td>3.00</td>
<td>585.00</td>
</tr>
<tr>
<td>Total Labor</td>
<td></td>
<td>585.00</td>
</tr>
</tbody>
</table>

**Additional Fees**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Communications Fee</td>
<td>5.85</td>
<td>5.85</td>
</tr>
<tr>
<td>Total Additional Fees</td>
<td></td>
<td>5.85</td>
</tr>
</tbody>
</table>

Total this Invoice $590.85

Thank you.
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-042
APPROVAL DATE 12/21/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103</td>
<td>11/2/18</td>
<td>LEACHATE DISPOSAL</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>325.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL 325.00

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

[Signature]
Title
Date 12/19/18

Reviewed by:
[Signature]
Title
Date 12/10/2018

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

[Signature]
Date 12/10/18

Chairperson, Local Board of Health
Pacific County, Washington

DEC 10 2018
GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
### CITY OF RAYMOND
230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

#### INVOICE

<table>
<thead>
<tr>
<th>Customer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>RAINBOW VALLEY LANDFILL, INC.</td>
</tr>
<tr>
<td>Address</td>
<td>114 AIRPORT ROAD</td>
</tr>
<tr>
<td>City</td>
<td>RAYMOND</td>
</tr>
<tr>
<td>State</td>
<td>WA.</td>
</tr>
<tr>
<td>ZIP</td>
<td>98577</td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>11/2/2018</td>
</tr>
<tr>
<td>Order No.</td>
<td></td>
</tr>
<tr>
<td>Rep</td>
<td></td>
</tr>
<tr>
<td>FOB</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LEACHATE DISPOSAL OCTOBER 2018</td>
<td>$315.00</td>
<td>$315.00</td>
</tr>
<tr>
<td>1</td>
<td>ROAD MAINTENANCE</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

SubTotal  $325.00
Shipping & Handling
Taxes
State  $0.00
TOTAL  $325.00

#### Payment Details
- Cash
- Check
- Credit Card

Name
CC #
Expires

Office Use Only

THANK YOU FOR YOUR BUSINESS!
# CLAIMS VOUCHER

Rainbow Valley Landfill Trust Fund: Post-Closure Account

---

**Broadband Environmental Services**

301 Wallace Kneeland Blvd Ste 224-186  
Shelton, WA  98584

**VOUCHER #** 2018-043  
**APPROVAL DATE** 12/21/2018

---

**Instructions:**

1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA  98586
4. Incomplete vouchers may cause delay of payment

---

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Sub</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0918</td>
<td>12/9/18</td>
<td>2nd 3rd 4th 5th QRT</td>
<td>660</td>
<td>000</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>$2,250.00</td>
</tr>
</tbody>
</table>

**TOTAL** $2,250.00

---

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

*Signature*  
*Title*  
*Date*  

Reviewed by:

*Signature*  
*Title*  
*Date*  

---

**NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:**

The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

*Chairperson, Local Board of Health*

Pacific County, Washington  
*Date*  

---

**RECEIVED**  
PACIFIC COUNTY  
*Date*  

---

**GENERAL ADMINISTRATION BOARD OF COMMISSIONERS**
# Invoice

**Broadband Environmental Service**

301 Wallace Kneeland Blvd.
Ste. 224-186
Shelton, WA 98584
Phone 360 581 7873

George@broadbandenvironmental.com

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

---

**FIELD PERSON** | **JOB** | **PAYMENT TERMS** | **DUE DATE**
--- | --- | --- | ---
George Campbell | 2nd & 3rd Quarter 2018 sampling | Due on receipt | ---

---

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 hours</td>
<td>2nd Sampling</td>
<td>75.00</td>
<td>375.00</td>
</tr>
<tr>
<td>3 hours</td>
<td>2nd Travel Time</td>
<td>75.00</td>
<td>225.00</td>
</tr>
<tr>
<td>2 hours</td>
<td>2nd Report Writing</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>5 hours</td>
<td>3rd Sampling</td>
<td>75.00</td>
<td>375.00</td>
</tr>
<tr>
<td>3 hours</td>
<td>3rd Travel Time</td>
<td>75.00</td>
<td>225.00</td>
</tr>
<tr>
<td>2 hours</td>
<td>3rd Report Writing</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>5 hours</td>
<td>4th sampling</td>
<td>75.00</td>
<td>375.00</td>
</tr>
<tr>
<td>3 hours</td>
<td>4th travel time</td>
<td>75.00</td>
<td>225.00</td>
</tr>
<tr>
<td>2 hours</td>
<td>4th report writing</td>
<td>75.00</td>
<td>150.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** | **2250.00**

**SALES TAX** | **0.0**

**TOTAL** | **2250.00**

---

Make all checks payable to Broadband Environmental Services

THANK YOU FOR YOUR BUSINESS!
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Dragon Analytical Laboratory
2818 Madrona Beach Road NW
Olympia, WA 98502

VOUCHER # 2018-044
APPROVAL DATE 12/21/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I81029-01</td>
<td>11/8/18</td>
<td>WATER QUALITY TESTING</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>70.00</td>
</tr>
</tbody>
</table>

TOTAL 70.00

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

[Signature]
PRES.

[Date] 12/9/18

Reviewed by:

[Signature]
Title

[Date] 12/10/2018

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

[Signature]
Chairperson, Local Board of Health
Pacific County, Washington

[Date] 12/10/18

RECEIVED
PACIFIC COUNTY

DEC 10 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
**Invoice**

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

<table>
<thead>
<tr>
<th>Service Date</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/29/2018</td>
<td>1</td>
<td>Metals, Prep</td>
<td>Heavy Metals, Extraction</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Metals, Total</td>
<td>Heavy Metals, Total - Cu, Zn</td>
<td>28.00</td>
<td>28.00</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>pH</td>
<td>pH Electrometric, Water</td>
<td>12.00</td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>TURB</td>
<td>Turbidity</td>
<td>20.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

**Total** $70.00

*Thank you for your order, we appreciate your business.*

www.dragonanalyticalaboratory.com
# CLAIMS VOUCHER

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

**PUD No. 2**
P.O. Box 472
Raymond, WA 98577

**VOUCHER #** 2018-045

**APPROVAL DATE** 12/11/2018

**Instructions:**
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/26/18</td>
<td>Utilities</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>46.25</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL | 46.25 |

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

**Signature**

**Title**

**Date** 12/9/18

Reviewed by:

**Signature**

**Title**

**Date** 12/10/2018

---

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

**Chairperson, Local Board of Health**
Pacific County, Washington

**Date** 10/10/18

---

**RECEIVED**

PACIFIC COUNTY

**GENERAL ADMINISTRATION**

BOARD OF COMMISSIONERS

**DEC 10 2018**
PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY

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

***************AUTO**SCH 5-DIGIT 98531
LARRY BAILE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Billing Summary

Previous Balance 43.01
Payment Received 11/13/18 43.01 CR
Balance Forward 0.00
Current Charges Due By 12/20/18 46.25
Total Due 46.25

Messages
NEW HOURS MON-THURS 7AM-6PM CLOSED FRIDAYS

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

Meter Reading Details

<table>
<thead>
<tr>
<th>Current KWH Reading</th>
<th>Previous KWH Reading</th>
<th>Total KWH Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/18/18</td>
<td>10/18/18</td>
<td>237</td>
</tr>
</tbody>
</table>

Days Served: 31

Detail of Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>237 kWh x 0.072800</td>
<td>17.25</td>
</tr>
<tr>
<td>Elec Basic Charge</td>
<td>29.00</td>
</tr>
<tr>
<td>Total This Service</td>
<td>46.25</td>
</tr>
</tbody>
</table>

Usage

<table>
<thead>
<tr>
<th>MO</th>
<th>Nov 17</th>
<th>Dec 17</th>
<th>Jan 18</th>
<th>Feb 18</th>
<th>Mar 18</th>
<th>Apr 18</th>
<th>May 18</th>
<th>Jun 18</th>
<th>Jul 18</th>
<th>Aug 18</th>
<th>Sep 18</th>
<th>Oct 18</th>
<th>Nov 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usage</td>
<td>198</td>
<td>215</td>
<td>302</td>
<td>484</td>
<td>313</td>
<td>270</td>
<td>255</td>
<td>194</td>
<td>135</td>
<td>151</td>
<td>133</td>
<td>168</td>
<td>237</td>
</tr>
<tr>
<td>Avg/Day</td>
<td>6</td>
<td>7</td>
<td>10</td>
<td>15</td>
<td>12</td>
<td>9</td>
<td>9</td>
<td>6</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>8</td>
</tr>
</tbody>
</table>

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY
STATE
ZIP

LOCATION PHONE NUMBER
OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

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

Account Number 19983
Due Date 12/20/2018
Amount Due 46.25
Warm Heart Donation
Amount Paid ONLY IF DIFFERENT THAN AMOUNT DUE

Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  
114 Airport Road  
Raymond, WA 98577  

VOUCHER # 2018-044  
APPROVAL DATE 12/31/2018  

Instructions:  
1. Attach original invoices  
2. Complete and sign Claims Voucher  
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586  
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5548</td>
<td>12/9/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>1921.50</td>
</tr>
</tbody>
</table>

TOTAL $1921.50

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

Lanny Bald, PRES.  
12/9/18  

Reviewed by:

Marie Guernsey, Csb  
12/10/2018  

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

Jim R. Olsen, Chairperson, Local Board of Health  
Pacific County, Washington  
12-10-18  

DEC 10 2018  
RECEIVED  
PACIFIC COUNTY  
GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS
ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/9/2018</td>
<td>5548</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>net 10</td>
<td>12/19/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/30/2018</td>
<td>150,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>1,921.50</td>
</tr>
</tbody>
</table>

Balance Due $1,921.50
<table>
<thead>
<tr>
<th>Date</th>
<th>Loads</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/2018</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2</td>
</tr>
<tr>
<td>16</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>2</td>
</tr>
<tr>
<td>21</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>2</td>
</tr>
<tr>
<td>24</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>2</td>
</tr>
<tr>
<td>27</td>
<td>3</td>
</tr>
<tr>
<td>28</td>
<td>2</td>
</tr>
<tr>
<td>29</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>2</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total gallons</th>
<th>150000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$1,921.50</td>
</tr>
</tbody>
</table>
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Friday, December 21, 2018
9:00AM
or as soon thereafter as possible
The Board of County Commissioners meeting will be called
to order following the business of the Local Board of Health

AGENDA

Call to Order

Public Comment (limited to three minutes per person)

YEARS OF SERVICE

10 Years: Shawn Humphreys (DCD)
15 Years: Jeannie Weyl (Health)

CONSENT AGENDA (Items 1-5)

Department of Health and Human Services
1) Approve Amendment #3 to Contract #2016 CCAP HUD with Coastal Community Action Program

Boards and Commissions
2) Approve the reappointment of Princess Klus to the Human Services Advisory Board
3) Approve the reappointment of Chuck Mikkola and Larry Raymer to the Flood Control Advisory Board

General Business
4) Confirm continuation of Special Employment Agreements for fiscal year 2019
5) Approve Vendor Claims, Warrants Numbered 144734 thru 144911 in the amount of $720,737.53

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

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
6) Consider adoption of Resolution No. 2018-____ to declare the intention to establish County roads commonly known as 217th Lane and O Lane
7) Consider approval of Communications Facility Use Agreement with Calvary Chapel of Twin Falls, Inc. for use of Megler and with Washington State Department of Transportation for use of Holy Cross and Megler
8) Consider approval of request to issue Call for Bids for the Pacific County Courthouse Exterior Painting Project 2019
9) Consider approval of Interlocal Agreement #PS-18-00004 with Grays Harbor County for snow removal on North River Road
10) Consider approval of request for Family Medical Leave for a qualifying event and authorize Leave Credit Transfers
11) Consider approval of 2019 Bruceport Park Maintenance and Operation Contract and confirm Agreement to Subcontract for Maintenance Services

ITEMS REGARDING PROSECUTOR’S OFFICE
12) Consider approval of Agreement with Karpel for the purchase of a case management software program

ITEMS REGARDING ASSESSOR’S OFFICE
13) Consider approval of request to purchase three workstations

ITEMS REGARDING SHERIFF’S OFFICE
14) Consider approval of the STOP Violence Against Women Formula Grant Program Agreement Number F18-31103-009 with Washington State Department of Commerce; authorize Chair to sign
15) Consider approval of request to purchase AXIS Camera Station and two AXIS fixed outdoor cameras
16) Consider approval of request to hire Denise Rowlett as PACCOM Clerk/Secretary
17) Consider approval of request to purchase PACCOM meeting room chairs
18) Consider approval of request to purchase training tables for PACCOM meeting room

ITEMS REGARDING BOARDS AND COMMISSIONS
19) Consider approval of the appointment of Lauren Bauernschmidt to the Marine Resource Committee

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 is an Equal Opportunity Provider, and Employer
ITEMS REGARDING GENERAL BUSINESS

20) Consider approval of Public Official Bonds
21) Confirm the assignment of Resolutions numbers adopted at the meeting of December 11, 2018
22) Consider adoption of Resolution 2018-______ repealing Resolution 2018-044 regarding road levy and general fund
23) Acknowledge waiver of competitive bidding requirements for the purchase of jail security repairs and maintenance equipment
24) Acknowledge Pacific County Planning Commission’s recommendations for a Comprehensive Plan Amendment submitted by Willapa River Property and set the public hearing
25) Consider approval of request for one-time exception to Section 13.6 of the 2017-2019 AFSCME 367C Collective Bargaining Agreement

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

27) Consider the sale of county-owned real property at public auction
## Years of Service Report  

**December 2018**

<table>
<thead>
<tr>
<th>Total Years of Service</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Name</strong></td>
<td>Date of Hire</td>
</tr>
<tr>
<td>Shawn Humphreys</td>
<td>12/1/2008</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Name</strong></td>
</tr>
<tr>
<td>Jeannie Mae Weyl</td>
</tr>
</tbody>
</table>

*Signature*

**C: Lisa Ayers - KB**
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>☐ APPROVED</th>
<th>☐ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ NO ACTION TAKEN/WITHDRAWN</td>
<td>☐ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td>☐ CONTINUED TO DATE:</td>
<td>TIME:</td>
<td></td>
</tr>
<tr>
<td>☐ OTHER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agenda Item #: 1
Initial: Date:
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
☐ CivilService ☐ 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: 12/14/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #3 to contract #2016_CCAP_HUD. This amendment extends the term of the contract with CCAP to provide permanent supported housing and assigns budget for another year. It also adds language to the contract as suggested by the state auditor during the recent audit. This expenditure was included as part of the approved 2018 and 2019 budgets. 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 #3 to Contract #2016 CCAP HUD with Coastal Community Action Program

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Contract #2016_CCAP_HUD
Amendment #3

PURPOSE OF THE CHANGE: To amend the contract between Coastal Community Action Program and Pacific County.

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

1. Extends term of contract to add the new performance period beginning October 1, 2018 and ending September 30, 2019.

2. Adds budget for the performance period beginning October 1, 2018 and ending September 30, 2019 as outlined in Exhibit D- Budget Amendment #3.

3. Informs contractor that all funds, as outlined in Exhibit D- Budget (original, Amendment #1, Amendment #2, and Amendment #3), are federal pass-through funds from the U.S. Department of Housing and Urban Development (HUD), CFDA #14.267 Continuum of Care Program.

4. Informs Contractor that they are a sub-recipient of contract #WA0352LOT011702 between the U.S. Department of Housing and Urban Development and Pacific County.

5. Contractor agrees to comply with all requirements set forth in:
   a. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).
   b. 24 CFR Part 578

6. Notifies CONTRACTOR that the total amount awarded from Department of Housing and Urban Development to the recipient (Pacific County) is: $227,594, and of that, $220,150 is committed and obligated as a sub award to CONTRACTOR.

7. Notifies CONTRACTOR that the federal award date is October 1, 2018.

8. Notifies CONTRACTOR that this sub award is not R&D.

9. Notifies CONTRACTOR that indirect cost rate cannot be charged to this sub award.

10. Documents that CONTRACTOR’S Unique Entity Identifier (DUNS Number) is: 039270673

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS
Program

_____________________________   ______________________
Chairman                           Date

_____________________________   ______________________
Commissioner                       Date

_____________________________   ______________________
Commissioner                       Date

Attest

_____________________________   ______________________
Clerk of the Board                  Date

CONTRACTOR- Coastal Community Action

_____________________________   ______________________
Signature                           Date

_____________________________
Title

_____________________________   ______________________
_____________________________


Pacific County Permanent Support Housing Collaborative (PCPSHC)

Performance Period: Year 3 - October 1, 2018-September 30, 2019

1. Contractor agrees to provide services on a reimbursement basis for the activities outlined in Exhibit C- Statement of Work, up to the maximum amounts per category as listed in the “Direct Budget” column below. Contractor shall track match and all related documentation and submit monthly to the County as indicated in the “Match” Column below.

<table>
<thead>
<tr>
<th>d. Proposed Activities</th>
<th>e. Direct Budget</th>
<th>f. Match</th>
<th>g. Totals (Col. e + Col. f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acquisition</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2. Rehabilitation</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3. New Construction</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Subtotal (Lines 1 through 3)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5. Leased Units</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6. Leased Structures</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7. Long-Term Rental Assistance</td>
<td>$149,688</td>
<td>-</td>
<td>$149,688</td>
</tr>
<tr>
<td>8. Housing Operations</td>
<td>$12,474</td>
<td>-</td>
<td>$12,474</td>
</tr>
<tr>
<td>9. Supportive Services (including Case Management) up to 30% of line 10 less line 4.</td>
<td>$50,544</td>
<td>$57,261</td>
<td>$107,805</td>
</tr>
<tr>
<td>10. Grant Request (Subtotal lines 4 through 9)</td>
<td>$212,706</td>
<td>Total Match (AT LEAST 25% OF REQUEST)</td>
<td>Total Budget (Total SHP Request + Total Cash Match)</td>
</tr>
<tr>
<td>Eligible Operations Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eligible Item</strong></td>
<td><strong>Budget</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance and Repair</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes and Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Reserve</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Security</td>
<td>$12,464 for 18 security deposits at $691 each.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electricity, Gas &amp; Water</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment (lease or buy)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$12,464</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligible Supportive Services (up to 40% of grant less admin)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligible Item</strong></td>
</tr>
<tr>
<td>Assistance with Moving Costs</td>
</tr>
</tbody>
</table>
| Case Management | $25,272 funds ½ of the PCPSHC Coordinator position (to coordinate care coordination team, and provide case management for clients not engaged with other providers)

(Match amount in this category provided by: $24,033 from Willapa Behavioral Health, $12,636 from Pacific County, and $20,592 from Children’s Advocacy Center who will |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Search/Counseling Services</td>
<td>$25,272 funds the other $\frac{1}{2}$ of the PCPSHC Coordinator position to provide initial housing placement, ongoing support, and to conduct landlord liaison program.</td>
</tr>
<tr>
<td>Life Skills</td>
<td></td>
</tr>
<tr>
<td>Outreach Services</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>Utility Deposits</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$50,544 direct request</strong> $57,261 in match**</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ______________________
□ CONTINUED TO DATE: ______________________  TIME: ______________________
□ OTHER: ______________________

Agenda Item #: 2
Initial: ______________________  Date: ______________________

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

DISTRIBUTION LIST:
□ RF  □ Assessor  □ DPW  □ NDC
□ CF  □ Auditor  □ EMA  □ PACCOM
□ SEA  □ Clerk  □ Fair  □ Prosecutor
□ Civil Service  □ Health  □ SDC
□ DCD  □ Juvenile  □ Sheriff
□ Superior Court
□ Treasurer
□ Veg Mgmt
□ WSU Ext.
□ 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: Board of County Commissioners  DIVISION (if applicable): Boards/Commissions

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

SIGNATURE:  DATE: 12/5/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve the reappointment of Princess Klus to another three-year term on the Human Services Advisory Board

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
AGENDA REQUEST FORM

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

AGENDA REQUEST FORM

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

REQUESTED MEETING DATE:
12/21/2018

BOCC ACTION:  
☐ APPROVED  
☐ DENIED

Agenda Item #:  
3

Initial:  

Date:  

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN  

☐ DEFERRED TO:  

☐ CONTINUED TO DATE:  

☐ OTHER:  

☐ Review  

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:  
Board of County Commissioners

DIVISION (if applicable):  
Bds/Coms

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

PHONE / EXT:

SIGNATURE:  

DATE: 12/12/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION  
(To be completed by the Clerk/Deputy Clerk of the Board)

Approve the reappointment of Chuck Mikkola and Larry Raymer to another two-year term on the Flood Control Advisory Board
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:  ____________________________

□ CONTINUED TO DATE:  ____________________________________________  TIME:  ____________________________

□ OTHER:  ____________________________________________________________

Agenda Item #:  4

Initial:  ____________________________  Date:  ____________________________

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:  Board of County Commissioners  DIVISION (if applicable):

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

SIGNATURE:  ____________________________  DATE:  12/12/2018

NARRATIVE OF REQUEST

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

Confirm continuation of Special Employment Agreements for fiscal year 2019 to include a cost of living adjustment with Kathy Spoor-County Administrative Officer, Mike Collins-Public Works Director/County Engineer, Tom Gradt-Public Works Operations Manager, Joe Camenzind-Telecommunications Engineer, Mary Goelz-Health & Human Services Director, Katie Lindstrom-Health & Human Services Deputy Director and Tim Cross-Community Development Director

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
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, December 21, 2018, 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

144734 thru 144911 $ 720,737.53

Warrants Dated: December 14, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AHDITED:

Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY
DEC 18 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:

□ CONTINUED TO DATE: ____________________________ TIME: ____________________________

□ OTHER:

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ PACCOM □ Superior Court
□ CF □ Auditor □ PCEMA □ PC Fair □ Treasurer
□ SEA □ Clerk □ Health □ Prosecutor □ Veg Mgmt
□ Civil Service □ Juvenile □ SDC □ WSU Ext.
□ DCD □ NDC □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW
DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
PHONE / EXT: 3368

SIGNATURE: ____________________________ DATE: 12-12-18

NARRATIVE OF REQUEST

A petition was filed in 2008 by citizens to have the roadways (217th Lane and O Lane - both private road easements) leading to the privately owned Senior Center, a private clinic and a private senior living facility on the Long Beach Peninsula become public roads. This petition was filed by Chuck Mikkola who also accesses his property utilizing 217th Lane and serves as the Treasurer of the Loren Corden Foundation. In accordance with RCW 36.81 attached is a resolution setting a public hearing for the establishment of these county roads.

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

Adopt Resolution No. 2018-_______ in the matter of declaring the intention to establish county roads commonly known as 217th Lane and O Lane

Revised 2/2015
Exhibit A to Contract/Agreement/Grant/Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2018-__________

IN THE MATTER OF DECLARING THE INTENTION TO ESTABLISH
COUNTY ROADS COMMONLY KNOWN AS 217TH LANE AND O LANE

WHEREAS, the provisions in State law under RCW 36.81 outline a process for establishment of a county road; and

WHEREAS, RCW 36.81.010 states the Board of County Commissioners will enter upon their minutes their declaration of intention to establish any county road and declare the public necessity for this declaration; and

WHEREAS, a freeholders petition was received from citizens in 2008 requesting Pacific County take over maintenance of 217th Lane and O Lane (both private easements for ingress/egress); now therefore

BE IT HEREBY RESOLVED in accordance with RCW 36.81 a public hearing will be set on Tuesday, February 12, 2019, at 10:00am or as soon thereafter as possible to determine the establishment of 217th Lane and O Lane as public right of ways; and

BE IT HEREBY FURTHER RESOLVED in accordance with RCW 36.81 the notice of the hearing will be published in the Official County newspaper and posted for at least twenty days; and

IT IS STILL FURTHER RESOLVED in accordance with 36.81 the County Engineer is directed to present to the Board for their examination his findings/opinion on this establishment.

PASSED by the following vote this ________ day 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

___________________________________________
Lisa Olsen, Chair

ATTEST:

___________________________________________
Frank Wolfe, Commissioner

___________________________________________
Marie Guernsey
Clerk of the Board

___________________________________________
Lisa Ayers, Commissioner
APPROVE COMMUNICATIONS FACILITY USE AGREEMENTS WITH CALVARY CHAPEL OF TWIN FALLS, INC. FOR USE OF THE MEGLER SITE AND WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR USE OF HOLY CROSS AND MEGLER SITES

AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>-------</th>
<th>-------</th>
</tr>
</thead>
<tbody>
<tr>
<td>------------</td>
<td>APPROVED</td>
<td>DENIED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</th>
<th>DEFERRED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO ACTION TAKEN/WITHDRAWN</td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td>CONTINUED TO DATE:</td>
<td>Risk Mgmt</td>
</tr>
<tr>
<td>TIME:</td>
<td>Legal Required</td>
</tr>
</tbody>
</table>

DISTRIBUTION LIST:

- RF
- CF
- SEA
- Assessor
- Auditor
- Clerk
- Civil Service
- DCD
- DPW
- EMA
- Fair
- Health
- Juvenile
- NDC
- PACCOM
- Prosecutor
- SDC
- Sheriff
- Superior Court
- Treasurer
- Veg Mgmt
- WSU Ext.
- Other

AGENDA ITEM REQUEST

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Department of Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVISION (if applicable):</td>
<td>Telecommunications</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OFFICIAL NAME &amp; TITLE:</th>
<th>Nick Milton</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE / EXT:</td>
<td>3444</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>Nick Milton</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>12/10/2018</td>
</tr>
</tbody>
</table>

NARRATIVE OF REQUEST

Attached for the board's consideration is a renewed communication use agreement with Calvary Chapel of Twin Falls Inc., for their facility use at Megler site. This agreement is for a period of five (5) years at a rate of $2051.84 annually. This represents a 12% increase from the previous agreement.

Also attached for the board's consideration is renewed communication use agreement with Washington State Department of Transportation for their facility use at both Holy Cross and Megler. Agreements for equipment at Holy Cross and Megler are being amended to extend the terms for one additional five (5) year period at a rate of $4,644 and $4,698, respectively. This represents a 12% increase from the previous agreement.

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

Approve Communications Facility Use Agreements with Calvary Chapel of Twin Falls, Inc. for use of the Megler site and with the Washington State Department of Transportation for use of Holy Cross and Megler sites
PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government; and,

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY’s systems, the COUNTY hereby enters into this Communications Facility Use Agreement with Calvary Chapel of Twin Falls, Inc., (hereinafter called CCTF).

WITNESSETH: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.

2. **TERMINATION BY LESSEE:** The Use Agreement may be cancelled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement on any date by giving the other party notice of intent to terminate this Use Agreement at least thirty (30) days prior to the date.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if CCTF fails to make a payment hereunder when due, (each individually, an “Event of Default”), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonable be cured within such fifteen-day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen-day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** CCTF shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.

5. **RATES:** At the end of the first year of this Use Agreement, the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed five (5%) percent/year.
6. **INDEMNIFICATION/HOLD HARMLESS:**

A. **Indemnification by CCTF.** To the fullest extent permitted by law, CCTF 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 CCTF, its employees, agents or volunteers or CCTF’s subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon CCTF’s or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CCTF 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 CCTF 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 CCTF hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of CCTF are a material inducement to COUNTY to enter into the Contract, are reflected in CCTF’s compensation, and have been mutually negotiated by the parties.

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

C. **Survival of CCTF’s Indemnity Obligations.** CCTF agrees all CCTF’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

7. **INSURANCE:** Without limiting CCTF’s indemnification of COUNTY, and prior to commencement of this Contract, CCTF 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.** CCTF shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, 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.** CCTF 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 CCTF 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.** CCTF shall, at its own expense, maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

CCTF shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

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 CCTF or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CCTF hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

E. **Automobile Liability Insurance.** CCTF shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CCTF arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

CCTF must name the COUNTY as an additional insured. CCTF agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that CCTF’s liability insurance policy shall so state.

8. **PREMISES:** The COUNTY shall provide CCTF tower and shelter space in addition to fenced security and access to the facility. CCTF shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for CCTF’s exclusive use, are located on the following described land: Pacific County Property located at 46° 17’ 10” North Latitude, 123° 53’ 50” West Longitude (Megler Site).

9. **EQUIPMENT:** CCTF shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. CCTF shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement.
10. INTERFERENCE: CCTF shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on CCTF’s equipment, CCTF shall cooperate; however, CCTF shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

* (Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of CCTF equipment at the Megler Site).

11. SECURITY AND MAINTENANCE: The COUNTY shall provide fenced security for the premises throughout the term of the Use Agreement at no additional charge to CCTF. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. CCTF shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, CCTF shall notify the COUNTY of such default and request cure within ten (10) days.

12. IMPROVEMENTS: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY’s prior approval, which shall not be unreasonably withheld.

13. CASUALTIES: If a tower or building is damaged or destroyed that contains equipment of CCTF and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then CCTF shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by CCTF, there shall be an equitable reduction of rent until the damage has been repaired.

14. TAXES: CCTF agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.

15. OWNERSHIP OF EQUIPMENT: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by CCTF shall be and remain the property of CCTF and may be removed or replaced by CCTF at any time from time to time, provided that CCTF repairs any damage caused in conjunction with such removal and replacement.

16. ASSIGNMENTS AND SUBLETTING: It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be
unreasonably withheld. Notwithstanding the foregoing, CCTF may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of CCTF, or (ii) any entity which buys all or substantially all of the assets of CCTF used in connection with the operation of CCTF. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

17. 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 CCTF 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 CCTF shall be decided by the Board of Pacific County Commissioners or their designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

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

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

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

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

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

18. AUTHORITY: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

20. **WAIVER OF SUBROGATION:** COUNTY and CCTF hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

21. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

   If to COUNTY:
   Pacific County Board of County Commissioners  
   Attn: Communications Engineer  
   P O Box 187  
   South Bend, WA 98586

   If to CCTF:
   Calvary Chapel of Twin Falls  
   CSN Radio/Effect Radio Network  
   PO Box 371  
   Twin Falls, ID 83303  
   Attn: Lois Mills

22. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of CCTF are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, CCTF agrees to make them promptly available to the COUNTY. If CCTF 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, CCTF 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 CCTF 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 CCTF (a) of the request and (b) of the date that such information will be released to the requester unless CCTF obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If CCTF 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 CCTF to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to CCTF for releasing records not clearly identified by CCTF as confidential or proprietary. The
COUNTY shall not be liable to CCTF for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CCTF 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 CCTF relating to is performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or actions by CCTF relating to is 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, or actions by CCTF relating to its performance of this contract.

IN WITNESS THEREOF, THE PARTIES HAVE HEREBETO SET THEIR HANDS THIS _____ day of ____________, 20_____.

CALVARY CHAPEL OF TWIN FALLS, INC. BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

________________________________________________________________________
Name Title

________________________________________________________________________
Signature Date

Lisa Olsen, Chairperson

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM: ATTEST:

________________________________________________________________________
Prosecutor’s Office WSBA # Marie Guernsey

Clerk of the Board Date

Calvary Chapel of Twin Falls, Inc.
Communications Facility Use Agreement – Megler
EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)
(46° 27’ 10” N Lat., 123° 53’ 50” W. Long.)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quant.</th>
<th>Equipment List</th>
<th>Annual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Crown FM30 Transmitter (89.1MHZ)</td>
<td>$1,498.56</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>ANT-90 D Antenna</td>
<td>$468.16</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Satellite Antenna</td>
<td>$85.12</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL RATE $2,051.84

EXHIBIT A AGREED TO:

LESSOR INITIALS __________________________ DATE __________________________

LESSEE INITIALS __________________________ DATE __________________________
EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County’s Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.

2. Where applicable, personnel entering a facility building shall use the security access device before entering.

3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.

4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.

2. Tower structural members shall not be drilled or punched.

3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.

4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.

5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.

6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.

7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.
EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.

2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.

3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.

4. Lighting arrestors are recommended at the building entrance.

5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.

6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.

7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.

8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS ________________________ DATE ________________________

LESSEE INITIALS ________________________ DATE ________________________
PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
Amendment #1

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities through the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY’s systems, the COUNTY entered into this Communications Facility Use Agreement with Washington State Department of Transportation (hereinafter called WSDOT), on the 1st day of January, 2014, and;

WHEREAS, this AGREEMENT is in need of modification; and

WHEREAS, the COUNTY and WSDOT, in their mutual interest, wish to amend Section 1. TERM and Section 5. RATES of the Agreement.

NOW THEREFORE, the parties hereby agree that the following Amendment shall be as follows:

1. **TERM:** The agreement is extended for an additional five (5) years and shall be effective January 1, 2019 through January 1, 2024.

5. **RATES:** Rates shall be adjusted in accordance with attached Exhibit A.

ALL OTHER TERMS & CONDITIONS of the original agreement, in addition to any previous amendments, shall remain in full force and effect unless specially removed by further agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed this_________ day of________________, 2018.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Olsen, Chair</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Wolfe, Commissioner</td>
<td></td>
</tr>
</tbody>
</table>

| APPROVED AS TO FORM |

| Lisa Ayers, Commissioner |

<table>
<thead>
<tr>
<th>Prosecutor’s Office</th>
<th>WSBA #</th>
</tr>
</thead>
</table>

| ATTEST             |

<table>
<thead>
<tr>
<th>Marie Guernsey</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk of the Board</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(HOLY CROSS SITE)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quant.</th>
<th>Equipment List</th>
<th>Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>MICROWAVE RADIO, TX/RX 800 MHZ</td>
<td>$1,700</td>
<td>$3,400</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>800 MHZ POLE ANT 140' AGL</td>
<td>$800</td>
<td>$800</td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td>STANDARD EQUIP. RACK UNITS</td>
<td>$444</td>
<td>$444</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL RATE  $4644

EXHIBIT A AGREED TO:

LESSOR INITIALS_________________________ DATE ______________________

LESSEE INITIALS_______________________ DATE ______________________
PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT
Amendment #1

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities through the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY’s systems, the COUNTY entered into this Communications Facility Use Agreement with Washington State Department of Transportation (hereinafter called WSDOT), on the 1st day of January, 2014, and;

WHEREAS, this AGREEMENT is in need of modification; and

WHEREAS, the COUNTY and WSDOT, in their mutual interest, wish to amend Section 1. TERM and Section 5. RATES of the Agreement.

NOW THEREFORE, the parties hereby agree that the following Amendment shall be as follows:

1. TERM: The agreement is extended for an additional five (5) years and shall be effective January 1, 2019 through January 1, 2024.

5. RATES: Rates shall be adjusted in accordance with attached Exhibit A.

ALL OTHER TERMS & CONDITIONS of the original agreement, in addition to any previous amendments, shall remain in full force and effect unless specially removed by further agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed this _______ day of ___________________ 2018.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Board of County Commissioners
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board

Page 1 of 1

COMMUNICATIONS FACILITY USE AGREEMENT-Megler
Amendment #1
Washington State Department of Transportation
EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quant.</th>
<th>Equipment List</th>
<th>Per Unit Rate</th>
<th>Annual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>TX/RX 800 MHZ</td>
<td>$1634.00</td>
<td>$3268.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>800 MHZ Pole Ant</td>
<td>$770.00</td>
<td>$770.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Standard Equip. Racks</td>
<td>$284.00</td>
<td>$284.00</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
<td>MUX. Connection to HC</td>
<td>$188.00</td>
<td>$376.00</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL RATE $4,698.00

EXHIBIT A AGREED TO:

LESSOR INITIALS __________________________ DATE __________________________

LESSEE INITIALS __________________________ DATE __________________________
Approve issuance of a Call for Bids for the Pacific County Courthouse Exterior Painting Project 2019 and set the bid opening date of January 18, 2019 at 9:00am

AGENDA ITEM REQUEST

*Request to issue Call for Bids for the Pacific County Courthouse Exterior Painting Project 2019. The bid opening date will be January 18, 2019.*

RECOMMENDED MOTION

Approve issuance of a Call for Bids for the Pacific County Courthouse Exterior Painting Project 2019 and set the bid opening date of January 18, 2019 at 9:00am
PUBLIC NOTICE

CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners’ and the Director of Public Works/County Engineer, or designee, in the Commissioners’ Office at the Pacific County Annex Building at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of 9:00 AM or as soon as possible thereafter, on Friday, January 18, 2019:

“PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT 2019”

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time will not be considered.

Bid proposals shall be clearly marked “PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT 2019” together with the name and address of the bidder on the outside of the envelope.

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

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

DATED this ________ day of __________________________, 2018.

__________________________________________
Marie Guernsey, Clerk of the Board
BEFORE THE BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT 2019

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County commissioners to call for bids for “PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT 2019”. Sealed bids will be received until the hour of 9:00 AM on Friday, January 18, 2019 in the Commissioners’ Office of the Pacific County Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586 and then opened and read aloud.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

The Clerk of the Board is directed to advertise for bids and the County Director of Public Works/County Engineer is directed to prepare specifications for the above “PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT 2019”.

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

DATED this ______________________ day of ______________________, 2018.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

__________________________________________
Lisa Ayers, Chair

Attest:

__________________________________________
Lisa Olsen, Commissioner

__________________________________________
Frank Wolfe, Commissioner

__________________________________________
Marie Guernsey
Clerk of the Board
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>Agenda Item #: 9</th>
<th>Initial:</th>
<th>Date:</th>
</tr>
</thead>
</table>

- **BOCC ACTION:**
  - [ ] APPROVED
  - [ ] DENIED

- **SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS**
- **NO ACTION TAKEN/WITHDRAWN**
  - [ ] DEFERRED TO: ____________________________
  - [ ] CONTINUED TO DATE: _______________________
  - [ ] OTHER: _________________________________

**DISTRIBUTION LIST:**
- RF
- CF
- SEA
- Assessor
- Auditor
- Clerk
- Civil Service
- DCD
- DPW
- EMA
- Fair
- Health
- Juvenile
- NDC
- PACCOM
- Prosecutor
- SDC
- Sheriff
- Superior Court
- Treasurer
- Veg Mgmt
- WSU Ext.
- 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:** Mike Collins, Director/County Engineer

**PHONE / EXT:** 360-875-9368

**SIGNATURE:**

**DATE:** 12/21/18

**NARRATIVE OF REQUEST**

Request approval of the attached intergovernmental agreement with Grays Harbor County for snow removal on North River Road.

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

Approve Interlocal Agreement #PS-18-00004 with Grays Harbor County for snow removal on North River Road with an expiration date of April 1, 2023

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
INTERLOCAL AGREEMENT

This Agreement made and entered into by Grays Harbor County, a political subdivision of the State of Washington, hereinafter referred to as “Grays Harbor County”, and Pacific County, a political subdivision of the State of Washington, hereinafter referred to as “Pacific County.”

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW authorizing Grays Harbor County to furnish those public works resources and services requested by Pacific County that Grays Harbor County agrees to perform;

WHEREAS, it is necessary and desirable that this Agreement be executed for the performance of snow removal by means of a snow plow and sand distribution on the public roadway known as “North River Road” in Pacific County, Washington on behalf of Pacific County, with the intent to supplement, not supplant Pacific County personnel.

NOW, THEREFORE, it is hereby agreed by each party to this Agreement as follows:

1. Pacific County requests that Grays Harbor County perform snow plowing and sanding tasks on Pacific County’s portion of the “North River Road” at a time and in a manner convenient to Grays Harbor County. The parties hereby agree that the location of said work is identified on the attached Exhibit A map and is made a part herein. Grays Harbor County agrees to furnish personnel, equipment, or materials requested by Pacific County to perform said tasks.

2. It is hereby understood that Grays Harbor County will be reimbursed by Pacific County for all labor, equipment, materials and other related expenses as applicable at the rates shown on Exhibit B attached hereto and made a part hereof which is in accordance with Grays Harbor County adoption of FEMA’s schedule of Equipment rates by Resolution annually. It is hereby agreed upon at the execution date of this agreement that the rates are subject to the current “Grays Harbor County Resolution number 2018-006” which is attached hereto and made a part here of until such time that a new resolution is adopted. Grays Harbor County further agrees to provide Pacific County with a copy of new relevant Resolutions as they become available. Grays Harbor County agrees to reimburse Grays Harbor County for any loss or damage to equipment suffered while being used for the purposes herein, except where such loss or damage is caused by any acts or omissions, whether negligent, willful, or reckless, of Grays Harbor officers, employees, or volunteers. Grays Harbor County agrees to send notice of work performed when practical, but at the least within 24 hours; to Pacific County Public Works, each time said work has been performed. Grays Harbor County shall submit an itemized voucher of costs to Pacific County within sixty (60) days following the completion of work. Unless otherwise agreed, Pacific County shall pay the submitted voucher amount in full to Grays Harbor County within thirty (30) days of receipt. Exhibit B rates will be reviewed by the parties and amended as needed to reflect changes in the market prices of sand material. If changes to the rates are not agreeable, either party may hereby proceed with early termination of this Agreement, and or Grays Harbor County may cease to perform said tasks herein at its sole discretion.

3. This agreement shall take effect upon the execution of this Agreement by both parties. Pacific County desires and Grays Harbor County is willing to perform the tasks identified herein to the location shown on the attached Exhibit A map or by written notice and request by Pacific County authorized personnel. Furthermore, the parties agree that the tasks herein will be completed no
later than April 1st of each year within the term of this Agreement. The parties agree that the term of this Agreement in its entirety, will cease and expire on or by April 1, 2023.

4. Grays Harbor County shall have no responsibilities or incur any liabilities for failure to provide resources and/or services to Pacific County. Grays Harbor County shall retain the right to withdraw some or all of its resources at any time at its sole discretion. Grays Harbor County agrees to provide snow plowing services, sand and sanding services on North River Road in Pacific County commencing at the Grays Harbor - Pacific County line as shown on Exhibit A. Grays Harbor will plow North River Road from the commencement point set forth on Exhibit A and along the road to the termination point set forth in Exhibit A. Grays Harbor County will sand North River Road in Pacific County only to the point where the equipment administering the sand runs out of the initial supply held by the equipment when the sanding on North River Road in Pacific County commenced. The parties agree that there will be no additional trips made to refill the sanding equipment or continued distribution of sand for any remaining non-sanded segment of said roadway. Notice of intention to withdraw shall be communicated to Pacific County as soon as practicable. Pacific County specifically waives any limitation on the amount of time required to complete tasks set forth herein and agrees to pay overtime rates as needed to complete the tasks.

5. All privileges, immunities, rights, duties and benefits of officers and employees of Grays Harbor County shall apply while those officers and employees are performing functions and duties on behalf of Pacific County, unless otherwise provided by law. Employees of Grays Harbor County remain employees of Grays Harbor County while performing functions and duties on behalf of Pacific County.

6. To the fullest extent permitted by law, Pacific County agrees to indemnify, pay costs to defend and hold Grays Harbor 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 are caused in whole or in part by any acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, volunteers or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay any and all judgments, if any are rendered. This indemnification obligation of Pacific County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Pacific County hereby expressly waives any immunity afforded by such acts.

7. To the fullest extent permitted by law, Grays Harbor County agrees to indemnify, pay costs to defend and hold Pacific 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 are caused in whole or in part by any acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, volunteers or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay any and all judgments, if any are rendered. This indemnification obligation of Grays Harbor County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by
application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Grays Harbor County hereby expressly waives any immunity afforded by such acts.

8. It is understood and agreed that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by Grays Harbor County without the prior written permission of Pacific County. This Agreement is for the benefit of Grays Harbor County and Pacific County only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

9. Each party may terminate this agreement for any reason on thirty (30) Business Days' written notice to the other party. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party.

10. Grays Harbor County, in the performance of work under this contract, shall abide by the provisions of, RCW 39.34 & RCW 36.75.020, as applicable, and WAC 136-32.

11. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

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

APPROVED and ACCEPTED THIS  day of , 2018.

ATTEST: BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

Clerk of the Board Date

Chairman

Commissioner

Commissioner

ATTEST: BOARD OF COUNTY COMMISSIONERS

GRAY'S HARBOR COUNTY, WASHINGTON

Clerk of the Board Date

Randy Ross, Chairman

Wes Cormier, Commissioner
EXHIBIT B

RATES

Dump truck with snow plow attachment
- Hourly rates are in accordance with Grays Harbor County Resolution 2018-006 – Adoption
  Of FEMA’s schedule of Equipment rates upon effective date
- Subsequent Grays Harbor County Resolutions adoption
  Of FEMA’s schedule of Equipment rates will apply

Operator
- Variable rates
- Timecard substantiation – invoiced at actual cost
- Standard overtime rates apply

Dump truck with sand spreader
- Hourly rates are in accordance with Grays Harbor County Resolution 2018-006 – Adoption
  Of FEMA’s schedule of Equipment rates
- Subsequent Grays Harbor County Resolutions adoption
  Of FEMA’s schedule of Equipment rates will apply

Operator
- Variable rates
- Time card substantiation – invoiced at actual cost
- Standard overtime rates apply

Sand

Stockpiled at Grays Harbor County, Area 2, Cosmopolis Road Shop
- Billed at current market rates
- Price subject to change as new supply is purchased
- Changes to price will be communicated as they occur
GRAYS HARBOR COUNTY RESOLUTION NO. 2018-______

A RESOLUTION OF THE GRAYS HARBOR COUNTY BOARD OF COMMISSIONERS ADOPTING FEMA'S SCHEDULE OF EQUIPMENT RATES

WHEREAS, Grays Harbor County departments are required to charge rental fees for equipment rented to other departments and agencies; and

WHEREAS, it is necessary to establish a consistent rate schedule for county-wide departmental use; and

WHEREAS, the Department of Homeland Security / Federal Emergency Management Agency ("FEMA") has prepared a comprehensive rate schedule for equipment that the County desires to adopt,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners that the current FEMA Schedule of Equipment Rates, and as hereafter amended or revised, shall be adopted for use by all County departments when charging rental fees to departments and agencies. The adoption of the FEMA Schedule of Equipment Rates shall become effective on the first day of February, 2018.

ADOPTED this ___ day of January, 2018.

BOARD OF COMMISSION
GRAYS HARBOR COUNTY

Randy Ross, Chair
Wes Comer, Commissioner
Vickie L. Raines, Commissioner

Attest:
Jenna Allsby, Clerk of the Board

Approved as to Form:
Deputy Prosecuting Attorney

Resolution No. 2018-______
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] APPROVED</td>
<td>[ ] DENIED</td>
<td></td>
</tr>
</tbody>
</table>

Agenda Item #: ___________________________  Date: ___________________________

Initial: ___________________________  Review: ___________________________

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO: ___________________________

[ ] 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: DPW  DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Andree Harland  PHONE / EXT: 2274

SIGNATURE: ___________________________  DATE: 12/18/18

NARRATIVE OF REQUEST

Request BOCC to approve DPW employee request for FMLA due to an approved medical condition and ask for leave donations.

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

Approve request for Family Medical Leave for a qualifying event and authorize Leave Credit Transfers and assign an expiration date of March 9, 2019

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Approve the 2019 Bruceport Park Maintenance and Operation Contract with Melvin and Janelle Long, effective January 1, 2019 thru December 31, 2019, and confirm Agreement to Subcontract for Maintenance Services, subject to adequate budget appropriations and receipt of required insurance.
2019 BRUCEPORT PARK
MAINTENANCE AND OPERATION CONTRACT

THIS CONTRACT, made and entered into this day between MELVIN J. LONG AND JANELLE LONG, hereinafter called the CONTRACTOR, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed and the CONTRACTOR has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be BRUCEPORT PARK.

2. The CONTRACTOR shall have the park available for daily use by the general public between the hours of 6 AM and 10 PM, beginning January 1, 2019 through December 31, 2019. The CONTRACTOR may temporarily close the park between January 1, 2019, and March 31, 2019, at CONTRACTOR’S discretion, but with at least 7 days’ prior written notice to the Parks Manager. Agreements for long-term use of the facilities in excess of three (3) weeks shall require prior approval of the COUNTY. The fee paying user will be provided entrance via the exit from the park during hours of closure to the general public.

3. The CONTRACTOR will be solely responsible for providing reasonable security in the park during the period of this Contract. This includes preventing users from injury and damage to their possessions as well as protection of the COUNTY’s property.

4. PARK FEES

   A. The park fees shall be as established or revised by resolution of the Board of Pacific County Commissioners (presently Resolution No. 2018-028, adopted June 16, 2018).

   B. The CONTRACTOR shall collect fees and applicable taxes, including Lodging Taxes in accordance with Chapter 67.28.180 RCW. Said fees collected by the CONTRACTOR shall be retained by the CONTRACTOR and shall constitute partial payment to the CONTRACTOR for services provided.

   C. CONTRACTOR understands and agrees to forward the taxes collected to the WA State Department of Revenue and other appropriate parties at the appropriate times and provide proof to the Parks Manager of such annually.

   D. The fiscal records of such collections and disbursements shall be kept by the CONTRACTOR, and reported monthly on the attached form (Attachment A) to the Parks Manager. A numbered receipting system shall be provided by the CONTRACTOR and used to receipt all camping fees. This system shall consist...
of a three-part receipt with the original copy to the customer, the second copy is to accompany the monthly report sent to the COUNTY, and the third copy to be retained by the CONTRACTOR.

5. In addition to the fees collected (referenced in section 4 above), the COUNTY will:

A. Provide a space at the park for the location of a recreation vehicle for the CONTRACTOR; the COUNTY will provide electrical power, basic phone, water, sewer and garbage disposal services to the site.

   a. The CONTRACTOR will reimburse the COUNTY for any phone charges deemed to be used for the CONTRACTOR’S private use upon receiving a copy of the bill showing the itemization for those charges.

B. Will pay the CONTRACTOR up to $900 upon the renewal of Insurance Policy.

6. No structures shall be erected on the premises, and no residence will be permitted, without prior approval of the COUNTY. The CONTRACTOR shall bear all costs associated with placement and/or removal of CONTRACTOR’S facility.

7. The COUNTY will retain use of the campsites at the southwesterly end of the park (known as campsites G-01 and G-02), also the area across the park road from the referenced campsites where the storage building currently exists, and that easterly portion of the park located between State Route 101 and the referenced campsites for use by the Pacific County Health and Human Services Youth Adventures Program.

8. The CONTRACTOR shall provide the proper janitorial/custodial service for the park restrooms.

9. The CONTRACTOR shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, all to be completed with equipment provided by the COUNTY (riding lawn mower and weed eater).

10. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY, and the COUNTY shall not be held liable for any losses of any nature by the CONTRACTOR or other affected parties.

11. The CONTRACTOR shall not employ anyone in fulfillment of this CONTRACT who is required to register as a sex offender under RCW 9A.44.130 or who has been prohibited from contact with a vulnerable adult under RCW 74.34.130.

12. The COUNTY agrees to provide all necessary operating supplies for the restrooms, supplied at COUNTY’S sole cost and expense.
13. Electric power, phone, water, sewer and garbage disposal services shall be provided by the COUNTY for park operations. No other utility services shall be provided.

14. The parties mutually understand and agree that the COUNTY shall make no deductions from the annual payment for insurance renewal on the annual account of taxes and the CONTRACTOR further understands and agrees that the responsibility for payment of taxes remains with the CONTRACTOR. It is further understood that the CONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.

15. This Contract shall be deemed to have commenced on January 1, 2018 and terminate December 31, 2018. Either party shall have the right of cancellation or termination of this Contract with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire Contract at least (30) thirty days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse except for any sums owing to either party at the end of cancellation or termination.

   A. The CONTRACTOR shall be solely responsible for removing all their personal property from the park grounds within thirty (30) days of the notification of cancellation or termination of this Contract. If said personal property has not been removed within the time specified, the COUNTY shall have said property removed and the CONTRACTOR shall be solely responsible for bearing all costs involved.

   B. Should criminal charges be filed in a jurisdictional court, against the CONTRACTOR, this Contract may be terminated, and all personal property of the CONTRACTOR must be removed, within three (3) days.

16. It is mutually understood and agreed between the parties hereto that this Contract does not create an employee/employer relationship and that the COUNTY assumes no liability to the independent CONTRACTOR and that in all of the activities pursuant to this Contract, MELVIN J. LONG AND JANELLE LONG are, and shall be, an independent CONTRACTOR under the laws of the State of Washington.

17. The CONTRACTOR shall not subcontract any part of the work to be performed under this Contract or assign this Contract without the specific written consent of the COUNTY.

18. The CONTRACTOR shall not allow property owned by the COUNTY to be removed from premises. This includes, but is not limited to, any fallen trees located within the park.
19. PUBLIC RECORDS ACT

A. 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.

B. 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.

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

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. Workers' Compensation Insurance. If the CONTRACTOR employs personnel, the 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).

C. 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.

21. INDEMNIFICATION

In accepting this Contract, the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR, 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.
22. ASSUMPTION OF RISK

The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the CONTRACTOR.

23. ADJUSTMENT OF CLAIMS

The CONTRACTOR shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the CONTRACTOR under this Contract. The CONTRACTOR agrees that all such claims, whether processed by the CONTRACTOR or CONTRACTOR’s insurer, either directly or by means of an agent, will be handled by one key person.

24. ATTORNEY’S FEES/COST OF SUIT AND VENUE

A. 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.

B. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

25. DISPUTES

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

26. CHOICE OF LAW, JURISDICTION, AND VENUE

A. 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.

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

A. 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.

B. 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.

C. 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.

28. Melvin J. Long and Janelle Long shall each be jointly and severally responsible for the performance of this contract. Melvin Long and Janelle Long shall each be personally separately responsible for fulfilling the responsibilities of the contract, as well as responsible together for fulfilling the contract.

DATED THIS ___ DAY OF ______________________, 20____

INDEPENDENT CONTRACTOR

Melvin J. Long

Janelle Long

State of Washington
Unified Business ID Number

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Vice Chair

Lisa Ayers, Member

APPROVED AS TO FORM

Prosecutor’s Office     WSBA #

ATTEST

Marie Guernsey, Clerk of the Board
BRUCEPORT PARK HOST
AGREEMENT TO SUBCONTRACT FOR MAINTENANCE SERVICES

THIS CONTRACT, made and entered into this day between MELVIN J. LONG AND JANELLE LONG, hereinafter called the PARK HOSTS, and LEWELLYN S. PARNEL, hereafter called the SUBCONTRACTOR.

WHEREAS, the PARK HOSTS have a contract with Pacific County to provide maintenance and operation services at Bruceport County Park; and

WHEREAS, the terms of the contract with Pacific County requires written consent by Pacific County prior to allowing subcontracting of any work to be performed; and

WHEREAS, the PARK HOSTS must enter into a formal agreement with the SUBCONTRACTOR in order to receive approval from Pacific County to subcontract any work to be performed; and

WHEREAS, the SUBCONTRACTOR has the necessary skill and experience to perform maintenance and operation services at Bruceport County Park; and

WHEREAS, the maintenance and operation of Bruceport County Park is outside the usual places of business of the County;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The SUBCONTRACTOR will assist the PARK HOSTS with park maintenance and operation at Bruceport County Park on an as-needed basis. The performance of such maintenance and operation shall be free from control or direction of Pacific County.

2. COMPENSATION

a. In lieu of payment, the PARK HOSTS agree to allow the SUBCONTRACTOR to occupy a "full hookup" site at no cost to the SUBCONTRACTOR, so long as the SUBCONTRACTOR maintains the site and his recreational vehicle in good working order.

3. The SUBCONTRACTOR shall bear all costs associated with placement and/or removal of SUBCONTRACTOR'S recreational vehicle.

4. The SUBCONTRACTOR agrees to complete a background check to be performed by Pacific County, and affirms he is not required to register as a sex offender under RCW 9A.44.130 or prohibited from contact with a vulnerable adult under RCW 74.34.130.
5. This Agreement shall commence on the date of signature by all parties, and terminate December 31, 2019. This Agreement may be terminated early by either party, with or without cause, upon written notice to the other party.

   a. The SUBCONTRACTOR shall be solely responsible for removing all his personal property from the park grounds within thirty (30) days of the notification of cancellation, termination or expiration of this Agreement. If said personal property has not been removed within the time specified it shall be considered abandoned, and Pacific County may have said property removed or otherwise dispose of it in any way, and the SUBCONTRACTOR shall be solely responsible for bearing all costs involved.

   b. Should criminal charges be filed in a jurisdictional court, against the SUBCONTRACTOR, this Agreement may be terminated by the CONTRACTOR, or Pacific County may revoke its consent for this subcontract, and this agreement shall be considered immediately terminated, and all personal property of the SUBCONTRACTOR must be removed within three (3) days.

6. It is mutually understood and agreed between the parties hereto that this Agreement does not create an employee/employer relationship and that Pacific County assumes no liability to the independent SUBCONTRACTOR and that in all of the activities pursuant to this Agreement, LEWELLYN S. PARNEL is, and shall be, an independent SUBCONTRACTOR under the laws of the State of Washington.

7. The SUBCONTRACTOR acknowledges the terms of the Bruceport Park Host contract between the PARK HOSTS and Pacific County, and agrees to abide by the same. SUBCONTRACTOR also acknowledges that Pacific County shall make no deductions from payments to the PARK HOSTS for insurance renewal on the annual account of taxes and further understands and agrees that the responsibility for payment of taxes remains with the SUBCONTRACTOR. It is further understood that the SUBCONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from Pacific County because no employee/employer relationship exists.

8. PUBLIC RECORDS ACT

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

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

c. 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 SUBCONTRACTOR for delivery to Pacific County under this Agreement shall be the sole and absolute property of Pacific 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 Pacific 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 Pacific County is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

9. LIABILITY

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

a. General Liability Insurance. SUBCONTRACTOR 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. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Pacific County, its elected or appointed officers, agents, officials, employees and volunteers or shall
specifically allow SUBCONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The SUBCONTRACTOR hereby waives its own right of recovery against Pacific County.

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

10. INDEMNIFICATION

In accepting this Agreement, the SUBCONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless Pacific 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 SUBCONTRACTOR. If the above sentence applies and any suit or action is brought against Pacific County, its officers, its employees, or any combination thereof, the SUBCONTRACTOR, 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 Pacific County, its officers, its employees, or any combination thereof.

11. ASSUMPTION OF RISK

The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the SUBCONTRACTOR.

12. ATTORNEY’S FEES/COST OF SUIT AND VENUE

a. If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit.

b. The parties agree that any suit pertaining to this Agreement shall be filed in the Pacific County Superior Court.

13. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

14. THIRD-PARTY RIGHTS OF PACIFIC COUNTY

In addition to either party’s right to enforce this Agreement, the parties mutually agree that in consideration for Pacific County approving this Subcontract Agreement and permission for the SUBCONTRACTOR to remain at Bruceport Park without paying ordinary camping fees, any of the terms herein may be enforced by Pacific County against either party.

DATED THIS 29th DAY OF [Month], 2018.

INDEPENDENT
SUBCONTRACTOR

Lewellyn S. Parnel

BRUCEPORT PARK HOSTS

Melvin J. Long

Janelle Long

2019 Bruceport Park Host SUBCONTRACT

Page 5 of 5
AGENDA REQUEST FORM

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Prosecutor's Office

OFFICIAL NAME & TITLE: Mark McClain

SIGNATURE: 

DATE: 12-3-18

NARRATIVE OF REQUEST

Request appropriate and approval of Prosecutor to execute an agreement with Prosecutor by Karpel, a case management software program. Several Washington Counties have migrated from older case management systems to this system. This office has never had case-management software. This software will permit standardized forms for our cases (the Supreme Court frequently adopts new forms which are mandated), manage discovery, allow us to know availability of witnesses more timely, and store case documents for easier access. More details have already been provided and the Board has indicated a favorable view of this software and appears to have appropriated the annual software maintenance in our Budget. We require approval of the agreement, the initial costs of this software in 2018, and annual maintenance (the seats are probably the least expensive software on an annual basis and that is likely why most Prosecutor's Offices have migrated to this program).

Option A includes Software, installation + training plus 1st year maintenance agreement for a total of $324,05. Option B includes Option A plus Spillman interface and additional maintenance for total of $441,155.

RECOMMENDED MOTION (to be completed by the Clerk/Deputy Clerk of the Board)

Move to approve purchase of Karpel Software system for the Prosecutor's office per option — above in an amount of — plus applicable tax + authorize the Prosecutor to sign the software agreement. Expenditure to be paid from Fund 197, subject to adequate budget appropriations.
Approve purchase of three workstations in the amount of $9,340.92, including sales tax, from Aberdeen Office Equipment, subject to adequate budget appropriations.

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: ASSESSOR'S OFFICE
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR
PHONE / EXT: 2208

SIGNATURE: DATE: 12/14/2018

NARRATIVE OF REQUEST
Request to purchase 3 workstations, bid of $9,340.92 from Aberdeen Office Equipment, with money available within our 2018 budget.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve purchase of three workstations in the amount of $9,340.92, including sales tax, from Aberdeen Office Equipment, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO: __________

[ ] 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: Sheriff’s Office  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett  PHONE / EXT: 2293

SIGNATURE:  DATE: 12/14/2018

NARRATIVE OF REQUEST

Request the BOCC approve the FFY2018 STOP Violence Against Women Formula Grant Program Agreement between the Washington State Department of Commerce and the Pacific County Sheriff’s Office and authorize the Chair to sign. The agreement awards funding to support activities that improve the community response to violence against women.

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

Approve STOP Violence Against Women Formula Grant Program Agreement Number F18-31103-009 with Washington State Department of Commerce and authorize Chair to sign
Grant Agreement with

Pacific County Sheriff's Office

through

Office of Crime Victims Advocacy
Community Services and Housing Division

For
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Start date: January 1, 2019
# TABLE OF CONTENTS

Face Sheet .......................................................................................................................... 1

Special Terms and Conditions ............................................................................................ 2

1. Acknowledgement of Federal Funding ........................................................................... 2
2. Association of Community Organizations ..................................................................... 2
3. Billing Procedures and Payment .................................................................................... 2
4. Civil Rights Provisions .................................................................................................. 3
5. Compensation ................................................................................................................ 3
6. Conferences Meetings and Trainings ............................................................................. 3
7. Equal Opportunity Treatment for Faith Based Organizations ....................................... 3
8. General Appropriations - Law Restrictions .................................................................... 3
9. Grant Management ........................................................................................................ 4
10. Grant Modification ....................................................................................................... 4
11. Insurance ..................................................................................................................... 4
12. Non-Disclosure of Confidential or Private Information ............................................... 5
13. Potential Fraud, Waste, and Abuse and Similar Misconduct ......................................... 5
14. Reporting ..................................................................................................................... 6
15. Services to Limited-English Proficient (LEP) Persons ................................................. 6
16. Statutory and Regulatory Requirements ....................................................................... 6
17. Subcontractor Data Collection ..................................................................................... 6
18. Whistleblower Protections for Employees of OVW Recipients .................................... 6
19. Order of Precedence .................................................................................................... 6

General Terms and Conditions .......................................................................................... 8

1. Definitions ..................................................................................................................... 8
2. Advance Payments Prohibited ...................................................................................... 8
3. All Writings Contained Herein ....................................................................................... 8
4. Amendments ................................................................................................................ 8
5. Americans with Disabilities Act (ADA) ......................................................................... 9
6. Assignment .................................................................................................................... 9
7. Attorney’s Fees ............................................................................................................. 9
8. Audit .............................................................................................................................. 9
9. Certification Regarding Debarment, Suspension or Ineligibility or Ineligibility, and Voluntary Exclusion .......................................................................................................................... 10
10. Confidentiality/Safeguarding of Information ................................................................. 11
11. Conflict of Interest ..................................................................................................... 11
12. Copyright Provisions ................................................................................................. 12
13. Disputes ..................................................................................................................... 12
14. Duplicate Payment ..................................................................................................... 13
15. Governing Law and Venue ......................................................................................... 13
16. Indemnification .......................................................................................................... 13
17. Independent Capacity of the Grantee .......................................................................... 13
18. Indirect Costs ............................................................................................................ 13
19. Industrial Insurance Coverage .................................................................................... 13
20. Laws .......................................................................................................................... 14
21. Licensing, Accreditation and Registration ................................................................. 14
22. Limitation of Authority ............................................................................................. 14
23. Noncompliance With Nondiscrimination Laws ......................................................... 14
24. Political Activities ..................................................................................................... 14
25. Procurement Standards for Federally Funded Programs ............................................ 14
26. Publicity .................................................................................................................... 15
# TABLE OF CONTENTS

27. Recapture ................................................................................................................................. 15
28. Records Maintenance ............................................................................................................... 15
29. Right of Inspection .................................................................................................................. 16
30. Savings .................................................................................................................................. 16
31. Severability .............................................................................................................................. 16
32. Site Security ............................................................................................................................. 16
33. Subgranting/Subcontracting .................................................................................................... 16
34. Survival ................................................................................................................................... 16
35. Taxes ....................................................................................................................................... 17
36. Termination for Cause ............................................................................................................ 17
37. Termination for Convenience ................................................................................................ 17
38. Termination Procedures ......................................................................................................... 17
39. Treatment of Assets ............................................................................................................... 18
40. Waiver ..................................................................................................................................... 18

Attachment A – Copyright Provisions
Attachment B – Standard Assurances
Attachment C – Equal Employment Opportunity Plan Certification
Attachment D – Limited English Proficiency, Findings of Discrimination, and Non-Supplanting Certification
Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements
Attachment F – Prohibited Conduct Related to Trafficking in Persons Certification
Attachment G – Certifications of Compliance with Federal Regulations
Attachment H – Scope of Work
Attachment I – Budget
**FACE SHEET**

Grant Number: F18-31103-009

Washington State Department of Commerce  
Community Services and Housing Division  
Office of Crime Victims Advocacy  
FFY 2018 Violence Against Women STOP Grant Program

<table>
<thead>
<tr>
<th>1. Grantee</th>
<th>2. Grantee Doing Business As (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>Pacific County Sheriff's Office</td>
</tr>
<tr>
<td>PO Box 27</td>
<td></td>
</tr>
<tr>
<td>South Bend, WA 98586-0097</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Grantee Representative</th>
<th>4. COMMERCE Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pat Matlock</td>
<td>Anita Granbois</td>
</tr>
<tr>
<td>Chief Criminal Deputy</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Phone: (360) 875-9398</td>
<td>Phone: (360) 725-2892</td>
</tr>
<tr>
<td>Fax: (360) 875-9393</td>
<td>Fax: (360) 586-7176</td>
</tr>
<tr>
<td><a href="mailto:pmatlock@co.pacific.wa.us">pmatlock@co.pacific.wa.us</a></td>
<td><a href="mailto:anita.granbois@commerce.wa.gov">anita.granbois@commerce.wa.gov</a></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Grant Amount</th>
<th>6. Funding Source</th>
<th>7. Start Date</th>
<th>8. End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,220.00</td>
<td>Federal: ☒</td>
<td>01/01/2019</td>
<td>12/31/2019</td>
</tr>
<tr>
<td></td>
<td>State: ☐ Other: ☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(as applicable)</td>
<td>254000684</td>
<td>SWV0007195-03</td>
<td>020359829</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Grant Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.</td>
</tr>
</tbody>
</table>

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 – Copyright Provisions; Attachment B – Standard Assurances; Attachment C – Equal Employment Opportunity Plan Certification; Attachment D - Limited English Proficiency, Findings of Discrimination and Non-Supplanting Certification; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment F – Prohibited Conduct Related to Trafficking in Persons; Attachment G – Certifications of Compliance with Federal Regulations; Attachment H - Scope of Work; Attachment I – Budget; and Grantee’s Application for Funding as submitted and approved by COMMERCE.

**FOR GRANTEE**

Signature

Name

Title

Date

**FOR COMMERCE**

Diane Krontz, Assistant Director

Date

APPROVED AS TO FORM ONLY  
BY ASSISTANT ATTORNEY GENERAL  
APPROVAL ON FILE
Approve purchase of an AXIS Camera Station and two AXIS fixed outdoor cameras in the amount of $4,941.64, including sales tax, subject to adequate budget appropriations.

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: PACCOM

OFFICIAL NAME & TITLE: Tim Martindale Jr - Director

PHONE / EXT: 3340

SIGNATURE: [Signature]

DATE: December 18, 2018

NARRATIVE OF REQUEST

Request to purchase an AXIS Camera Station and 2 AXIS Fixed Outdoor Cameras. This will allow PACCOM to cover both outside exit doors and bring all cameras that are monitored onto one platform. Attached is 3 quotes for both items. The total amount requested is $4,941.64. This would complete the security portion of the move to our new location.

RECOMMENDED MOTION

(Approve purchase of an AXIS Camera Station and two AXIS fixed outdoor cameras in the amount of $4,941.64, including sales tax, subject to adequate budget appropriations)
Approve request to hire Denise Rowlett as PACCOM Clerk/Secretary, Step 6, effective January 1, 2019, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN / WITHDRAWN  □ DEFERRED TO: _______________________

□ CONTINUED TO DATE: _______________________

□ OTHER: _______________________

Initial: ______________ Date: ______________

REVIEW:  □ Clerk of the Board  □ Risk Mgmt  □ Legal Required

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: PACCOM

OFFICIAL NAME & TITLE: Tim Martindale Jr - Director

SIGNATURE: __________________________ DATE: 12/12/2018

NARRATIVE OF REQUEST

Request to purchase chairs for the meeting room in the amount of $1024.58 plus tax from Staples. Three quotes are attached from Staples, Aberdeen Office and Amazon.com.

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

Approve purchase of chairs for the PACCOM meeting room in the amount of $1,024.58, plus sales tax, from Staples, subject to adequate budget appropriations.
Approve purchase of eight training tables for PACCOM meeting room in an amount not to exceed $1,500, including sales tax, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda item #:  19

Initial:  ____________________________ Date:  ________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:  ________________

□ CONTINUED TO DATE:  ________________ TIME:  ________________

□ OTHER:  ________________

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:  Board of County Commissioners
DIVISION (if applicable):  Bds/Coms

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

SIGNATURE:  [Signature]
DATE:  12/14/2018

NARRATIVE OF REQUEST

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

Approve appointment of Lauren Bauernschmidt, Fish & Wildlife Biologist 3, to the Marine Resource Committee representing State Government, effective immediately
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________  TIME: __________________________

□ OTHER: __________________________________________________________

Agenda Item #:  20

Initial: __________________________  Date: __________________________

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  □ SOC  □ 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: Board of County Commissioners  DIVISION (if applicable):

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

SIGNATURE: __________________________________________  DATE: 12/12/2018

NARRATIVE OF REQUEST


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


Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy

Page 1
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 21

Initial: ___________________________ Date: ___________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: ___________________________

□ CONTINUED TO DATE: ___________________________ TIME: ___________________________

□ OTHER: ________________________________________________________________

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior Ct

□ CF □ Auditor □ EMA □ PACCOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Health □ SDC □ WSU Ext.

□ OCD □ 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: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 12/12/2018

NARRATIVE OF REQUEST
Resolution No. 2018-052 was assigned at your meeting of November 27, 2018. It was inadvertently assigned again at your meeting of December 11, 2018, which caused the other resolution numbers assigned at that same meeting to be incorrect. The assignment of Resolution No. 2018-053, 2018-054, 2018-055 and 2018-056 will need to be confirmed [see attached].

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION 2018 - 053

IN THE MATTER OF ESTABLISHING A POLICY REGARDING ORGANIZATION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, it is the authority and the responsibility of the Board of County Commissioners in compliance with WAC 136-50-051 to establish a policy regarding organization for the administration and management of the Pacific County Department of Public Works; and

WHEREAS, periodic review and revision of the policies and organizational responsibilities is necessary to provide the efficient and timely delivery of service to the public; and

WHEREAS, copies of such charts must be prominently posted in the office of the County Road Engineer and Road Department shops in such a manner that it will be readily available to all road department employees and the general public; now therefore,

IT IS HEREBY RESOLVED that the attached Functional Organizational Chart delineating the divisions (work areas), programs, and the primary functional responsibilities of the various personnel is hereby adopted for the Pacific County Department of Public Works; and

BE IT FURTHER RESOLVED that all previous conflicting resolutions are hereby rescinded; and

BE IT STILL FURTHER RESOLVED that the Organization Chart is approved and the chart be prominently placed as described above; and

NOW, THEREFORE, the Director of Public Works is hereby directed to administer, manage, and certify compliance with the attached Functional Organization Chart.

PASSED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this 14th day of December, 2018.

2 YEA 0 NAY; 0 ABSTAIN; and 1 ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board
BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1658
RESOLUTION NO. 2018-054

IT IS HEREBY RESOLVED by the Board of County Commissioners that PARPALA ROAD IMPROVEMENTS State Road Log Number 91190 MP 5.92 TO 6.92 be improved as follows:

RESURFACE WITH HOT MIX ASPHALT

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer’s Estimate is hereby made in the amounts for the purposes shown:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT OF APPROPRIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$</td>
</tr>
<tr>
<td>Administration</td>
<td>$</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$ 365,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 375,000</td>
</tr>
</tbody>
</table>

[ XX ] This project is hereby made a part of the officially adopted 2019 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 3.

[ XX ] This project is a part of the officially adopted 2019-2024 Six Year Transportation Program and appears as Item No. 3.

IT IS STILL FURTHER RESOLVED THAT:

[ XX ] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[ XX ] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS 11th DAY OF December, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Commissioner

ATTEST:

Clerk of the Board

Commissioner
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION NO. 2018-

IN THE MATTER OF ESTABLISHING A SHORT TERM INTERGOVERNMENTAL LOAN FROM COUNTY CUMULATIVE RESERVE FUND #197 TO PACIFIC COUNTY DRAINAGE DISTRICT #1 TO PROVIDE INTERIM CASH FLOW IN ANTICIPATION OF GRANT REVENUE

WHEREAS, continued erosion impacting the entire north cove area has resulted in an imminent threat to property, homes, agricultural lands, and vital infrastructure such as roads, dikes and drainage systems;

WHEREAS, Pacific County Drainage District #1 provides services to manage drainage issues in the North Cove/Tokeland/Grayland area that can negatively impact private property owners, local infrastructure, and cranberry farms, a major industry in Pacific County, and

WHEREAS, Pacific County Drainage District has secured $483,000 in grant funds through the Pacific Conservation District to address ongoing erosion in the North Cove area, however the grant funds are only paid on a reimbursement basis creating a short term cash flow problem for the Drainage District, and

WHEREAS, the Pacific County Conservation District has determined that other reasonable options for short term loan options for Drainage District #1 are not available, and

WHEREAS, a short term loan in the amount of $204,000 was approved from County Fund #197 for the first phase of this grant funded project and the District is requesting an additional short term loan of $279,000 to complete the grant funded project; and

WHEREAS, the County’s Finance Committee has reviewed the request made by the DISTRICT for this loan, and has determined that this investment meets the guidelines of approved types of investments; and

WHEREAS, Pacific County Drainage District #1 has taxing authority to assure repayment of this short term loan should there be a problem with receipt of grant reimbursement, now therefore,

BE IT HEREBY RESOLVED that the Pacific County Board of Commissioners authorizes a short term Intergovernmental Loan from County Cumulative Fund #197 to Pacific County Drainage District #1 to provide interim cash flow with the following conditions:

- Total loan amount- not to exceed $279,000; interest will be applied at 3% per annum.
- Loan funds will be made available after January 1st, 2019, and only if the first short term loan in the amount of $204,000 made to the Drainage District that is due on, or before December 31, 2018 is fully satisfied.
- Accumulated principal and interest to be paid in full on or before June 30, 2019.

BE IT HEREBY FURTHER RESOLVED that the Treasurer is authorized to transfer said funds to Pacific County Drainage District #1 per the terms of the intergovernmental loan agreement.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-56

IN THE MATTER OF IMPLEMENTING A NOXIOUS WEED ASSESSMENT AGAINST ALL QUALIFYING LANDS IN PACIFIC COUNTY PER THE RECOMMENDATIONS OF THE PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD IN ACCORDANCE WITH RCW 17.10.240

WHEREAS, as the legislative authority of Pacific County, the Board of County Commissioners may, in lieu of a tax, levy an assessment against the land for the purpose of appropriations for noxious weed control per RCW 17.10.240; and

WHEREAS, the Pacific County Noxious Weed Control Board conducted an open public hearing on February 5, 2018 to consider the possibility of implementing a noxious weed assessment against all qualifying lands in Pacific County; and

WHEREAS, the Pacific County Noxious Weed Control Board, at the behest of its membership during a special public meeting on November 26, 2018, officially requested that the Board of Pacific County Commissioners adopt a resolution that will provide adequate funding for the Pacific County Noxious Weed Control Program by levying an assessment against all qualifying lands in Pacific County using the rate schedule and land classifications outlined in this resolution; now, therefore

IT IS HEREBY RESOLVED that the Board of Pacific County Commissioners levy an assessment against all qualifying lands in Pacific County for the purpose of appropriations for noxious weed control per RCW 17.10.240; and

IT IS HEREBY FURTHER RESOLVED that the assessment rates for the purpose of appropriations for noxious weed control shall be prescribed per the recommendations of the Pacific County Noxious Weed Control Board during their special public meeting on November 26, 2018, and shall be calculated as follows:

<table>
<thead>
<tr>
<th>Land Classification</th>
<th>Assessment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-forest lands (less than one acre)</td>
<td>Three dollars ($3.00) per parcel</td>
</tr>
<tr>
<td>Non-forest lands (one acre and larger)</td>
<td>Three dollars ($3.00) per parcel, plus ten cents ($0.10) per acre</td>
</tr>
<tr>
<td>Designated Forestlands</td>
<td>Thirty cents ($0.30) per parcel, plus one cent ($0.01) per acre</td>
</tr>
<tr>
<td>Federal/Tribal Lands</td>
<td>Non-Applicable</td>
</tr>
<tr>
<td>Exempt Parcels</td>
<td>Non-Applicable</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ CONTINUED TO DATE:</td>
<td></td>
<td>TIME:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ OTHER:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: General Administration  DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst  PHONE / EXT: x2243
SIGNATURE:  DATE: December 12, 2018

NARRATIVE OF REQUEST

Please repeal Resolution #2018-044 and replace it with a new resolution (attached).

This new resolution shall not authorize any change to actual taxes to be levied in fiscal year 2019 relative to those authorized in Resolution #2018-044. The intent of this new resolution is to state the correct disparity between the fiscal year 2019 road levy and the fiscal year 2018 road levy when factoring in the shift of two hundred thousand dollars ($200,000) from the road fund levy to the general (current expense) fund in fiscal year 2018. Resolution #2018-044 did not reference the levy shift.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Adopt Resolution No. 2018-_______ in the matter of repealing Resolution No. 2018-044 and replacing it with this new resolution authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (road Purposes) regular property tax levies; and providing for the distribution of the general purposes levy

Revised 2/2015
Exhibit A to Contract/Agreement/Grant Review Policy

Page 1
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-_____

IN THE MATTER OF REPEALING RESOLUTION NO. 2018-044 AND REPLACING IT WITH THIS NEW RESOLUTION AUTHORIZING INCREASES IN THE PACIFIC COUNTY (GENERAL PURPOSES) AND THE PACIFIC COUNTY ROAD DISTRICT (ROAD PURPOSES) REGULAR PROPERTY TAX LEVIES; AND PROVIDING FOR THE DISTRIBUTION OF THE GENERAL PURPOSES Levy

WHEREAS, this Board, as the legislative authority of Pacific County, is responsible for determining and fixing the regular property tax levies intended to be used for county general (current expense) purposes and road purposes; and

WHEREAS, RCW 84.55.120 as amended, permits increases in property tax levy revenues for taxing districts, including Pacific County and the Pacific County Road District, upon notice and hearing before the appropriate legislative authority or governing body to consider revenue sources for the districts’ ensuing year’s current expenses, and of possible property tax revenue increases; and

WHEREAS, the said state statute also requires that authorization for property tax revenue increases be by separate resolution (or ordinance) stating the amounts of the increases so authorized both in dollar and percentage terms; and

WHEREAS, such increases are exclusive of and not affected by increases to the tax rolls resulting from increases in the assessed value due to new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, lawful notice was given and such hearing was conducted on October 23, 2018 and continued to November 13, 2018, whereat evidence was received and testimony was given regarding revenue sources for the 2019 current expense budget needs of both Pacific County and the Pacific County Road District, including possible property tax revenue increases, that was carefully considered; and

WHEREAS, the Board of Pacific County Commissioners adopted Resolution No. 2018-044 at the conclusion of the public hearing on November 13, 2018; and

WHEREAS, Resolution No. 2018-044 should be repealed and replaced with this new resolution in order to state the correct disparity between the fiscal year 2019 road fund levy and the fiscal year 2018 road fund levy due to the shift of two hundred thousand dollars ($200,000) from the road fund levy to the general (current expense) fund in fiscal year 2018; and
WHEREAS, this new resolution shall not authorize any change to actual taxes to be levied in fiscal year 2019 relative to those authorized in Resolution No. 2018-044, as the intent herein is to state the correct disparity between the fiscal year 2019 road levy and the fiscal year 2018 road levy when factoring in the shift of two hundred thousand dollars ($200,000) from the road fund levy to the general (current expense) fund in fiscal year 2018; and

WHEREAS, the restated levy disparity for road purposes shall read as follows: it appears that the revenue needs of the Pacific County Road District for the tax year 2019 will require property tax revenues exceeding those for tax year 2018 in the amount of two hundred thirty two thousand thirty six dollars ($232,036) or 7.72514%, as opposed to the dollar amount ($32,036) and percentage (1%) listed in Resolution No. 2018-044, due to the fact that Resolution No. 2018-044 did not factor in that the Board of Pacific County Commissioners authorized a shift of two hundred thousand dollars ($200,000) from the road fund levy to the general (current expense) fund in fiscal year 2018; and

WHEREAS, the following information regarding the general purposes levy appeared in Resolution No. 2018-044 and was true and correct, and shall be restated for clarity and effect in this new resolution: it appears that the revenue needs of Pacific County general (current expense) purposes for the tax year 2019 will require property tax revenues exceeding those for tax year 2018 in the amount of thirty nine thousand seventy nine dollars ($39,079) or one percent (1%).

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners that a regular property tax revenue increase for tax year 2019 in the amount of thirty nine thousand seventy nine dollars ($39,079) exclusive of and unaffected by any revenue increases which result from additions to the tax rolls resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property, is authorized for Pacific County’s general (current expense) purposes, which amount represents one percent (1%) of the levy for said district for tax year 2018 subject to review of County Assessor’s Office with respect to the authorized legal levy limit; and

IT IS HEREBY FURTHER RESOLVED that said county general purposes regular property tax levy/revenue shall be distributed as follows: a) $60,000 to the Public Health and Human Services Fund No. 118 for support of certain, qualified human service activities not to exceed a rate of $.025/$1,000 Assessed Value, and b) the remaining $3,984,978 to the General (Current Expense) Fund No. 001, subject to review of County Assessor’s Office with respect to the authorized legal levy limit; and
IT IS HEREBY FURTHER RESOLVED that a regular property tax revenue increase for tax year 2019 in the amount of two hundred thirty two thousand thirty six dollars ($232,036) exclusive of and unaffected by any revenue increases which result from additions to the tax rolls resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property, is authorized for the Pacific County Road District, which amount represents 7.72514% of the levy for said district for tax year 2018, subject to review of the County Assessor’s Office with respect to the authorized legal levy limit; and

IT IS HEREBY FURTHER RESOLVED that this new resolution shall not authorize any change to actual taxes to be levied in fiscal year 2019 relative to those authorized in Resolution No. 2018-044, as the intent herein is to state the correct disparity between the fiscal year 2019 road levy and the fiscal year 2018 levy when factoring in the shift of two hundred thousand dollars ($200,000) from the road fund levy to the general (current expense) fund in fiscal year 2018; and

IT IS HEREBY FURTHER RESOLVED that Board of Pacific County Commissioners’ Resolution No. 2018-044 is repealed and immediately replaced with this resolution.

PASSED by the following vote this 11th day of December, 2018 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

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner
AGENDA REQUEST FORM

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: Board of County Commissioners
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board
SIGNATURE: 
DATE: 12/12/2018

NARRATIVE OF REQUEST

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

Acknowledge the waiver of competitive bidding requirements for the purchase of equipment for jail security repairs and maintenance as approved at the meeting of December 11, 2018, and further acknowledge the purchase met the definition of an emergency as defined by RCW 39.04.280(3) as it presented a real, immediate threat to the proper performance of essential functions for the jail.

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Board of County Commissioners
DIVISION (if applicable):

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

SIGNATURE: DATE: 11/28/2018

NARRATIVE OF REQUEST
The Planning Commission has submitted recommendations for the proposed Comprehensive Plan Amendment Application P1800389 submitted by Willapa River Property - Rex Angelovich property owner. Their request is to expand the currently designed Urban Growth Area (UGA) to include property located at 801 Crossing Street, Raymond for potential annexation into the City of Raymond.

In accordance with Ordinance No. 177 4.c the Commissioners are required to set a date for a public hearing to consider the Planning Commission's recommendations.

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

Acknowledge Pacific County Planning Commission's recommendations for a Comprehensive Plan Amendment submitted by Willapa River Property - Rex Angelovich property owner and set the public hearing for January 8, 2019, at 10:00AM or as soon thereafter as possible

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
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

AGENDA REQUEST FORM

REQUESTED MEETING DATE: 12/21/2018

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: Kathy Spoor

DATE:

NARRATIVE OF REQUEST:

The Board was approached by an elected official requesting consideration for 387C union members who would be over the "cap" of vacation hours at the end of 2018. According to the current CBA union members forfeit any hours in excess of the 360 cap.

Following our conversation I contacted the Union and offered a one-time exception to the current contract language, allowing cash out of excess vacation using the same criteria as applies to the management group.

The Union was supportive of this proposal.

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

Move to approve exception to Section 13.6 of the current AFSCME 387C contract for calendar year 2018 only as follows: Any employee who has an accrued annual leave balance at the end of calendar year 2018 in excess of the maximum hours of accrued annual leave set forth in Section 13.1 and who used at least one half (1/2) of the annual leave hours earned that year shall receive one third (1/3) of the salary equivalent for their accrued annual leave that exceeds the maximum with the December lag payroll (paid January 15th); otherwise, any excess leave will be forfeited without compensation at the end of the year.
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)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(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.

(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.
**AGENDA REQUEST FORM**

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>[ ] APPROVED</th>
<th>[ ] DENIED</th>
<th>Agenda Item #: 27</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Initial:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Review:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clerk of the Board</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Risk Mgmt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Legal Required</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISTRIBUTION LIST:</td>
<td>[ ] Assessor</td>
<td>[ ] DPW</td>
<td>[ ] NDC</td>
</tr>
<tr>
<td></td>
<td>[ ] Auditor</td>
<td>[ ] EMA</td>
<td>[ ] PACCOM</td>
</tr>
<tr>
<td></td>
<td>[ ] Clerk</td>
<td>[ ] Fair</td>
<td>[ ] Prosecutor</td>
</tr>
<tr>
<td></td>
<td>[ ] CivilService</td>
<td>[ ] Health</td>
<td>[ ] SDC</td>
</tr>
<tr>
<td></td>
<td>[ ] DCD</td>
<td>[ ] Juvenile</td>
<td>[ ] Sheriff</td>
</tr>
<tr>
<td></td>
<td>[ ] Other</td>
<td>[ ] Superior Court</td>
<td>[ ] Treasurer</td>
</tr>
<tr>
<td></td>
<td>[ ] Veg Mgmt</td>
<td></td>
<td>[ ] WSU Ext.</td>
</tr>
</tbody>
</table>

**AGENDA ITEM REQUEST**

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Board of County Commissioners</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td>12/12/2018</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

Open public hearing
Swear in those wishing to testify/comment
Close public hearing and public comment portion
Consider motion below

**RECOMMENDED MOTION**

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

Approve the sale of county-owned real property known as 80 Airport Road in Raymond, County Parcel #14092213018, at the minimum bid amount of $41,200 and auction to be held in the Rotunda of the County Courthouse located at 300 Memorial Drive in South Bend date to be determined

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy