AGENDA

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

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Item A)

A) Approve regular meeting minutes of January 23, 2018 and February 13, 2018
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, January 23, 2018 South Bend, Washington

CALLED TO ORDER – 9:00 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
James Worlton, Senior Public Records Coordinator
Scott McDougall, Emergency Management Director
Eric Weston, Chief Deputy Prosecutor
Randy Wilson, Building Maintenance Administrator
Andy Seaman, Computer Services Supervisor
Denise Rowlett, Chief Civil Deputy

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA (Items A-B)

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

Approve Rainbow Valley Landfill Claims Vouchers: Royal Heights Transfer Station, Inc. - $1,076.04, Dragon Analytical Laboratory - $86, PUD #2 – $44.65

Approve continued meeting minutes of December 21, 2017 and regular meeting minutes of December 26, 2017

MEETING CLOSED – 9:02 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
(Please refer to recording of the meeting for a more detailed discussion)
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, February 13, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE –

Kenny Osborne, Port of Chinook

PUBLIC COMMENT - None

CONSENT AGENDA (Items A)

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

Approve Rainbow Valley Landfill Claims Vouchers; Royal Heights Transfer
Station, Inc. - $3,919.86, PUD #2 – $50.99, Dragon Analytical Laboratory -
$1,549.00,

MEETING CLOSED – 9:02 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

__________________________________________
Lisa Olsen, Chair

ATTEST:

__________________________________________
Frank Wolfe, Commissioner

__________________________________________
Amanda Bennett, Deputy Clerk of the Board

__________________________________________
Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, February 27, 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)
  o PacMtn presentation of High Impact Community Grant Awards

YEARS OF SERVICE
  5 Years – Jeff Nesbitt (VEG)
  30 Years – Coni Ruddell (TRSR), Frank Hodel (DPW), Mike Collins (DPW)

CONSENT AGENDA (Items 1-5)

County Fair
  1) Approve Amendment #1 to the Intergovernmental Agreement with Fire
     District No. 3 for the operation of a fire hall

Department of Health and Human Services
  2) Approve Amendment #1 to Contract #2018-19 CCAP with Coastal
     Community Action Program to coordinate the South District Court
     Community Court Program
  3) Approve Amendment #1 to Contract #2017-19 CCAP with Coastal
     Community Action Program to provide housing and homeless services

General Business
  4) Approve Vendor Claims; Warrants Numbered 140745 thru 140844 in the
     amount of $259,616.70
  5) Approve regular meeting minutes of January 23, 2018 and
     February 13, 2018 and continued regular meeting minutes of
     February 5, 2018

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 Employer and Provider
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

6) Consider approval of request to issue Call for Bids #2018-01 Courthouse Exterior Painting Project

7) Consider approval of the 2018 Bruceport Park Maintenance and Operations Contract with Melvin and Janelle Long

8) Consider approval of Facility Use Agreement with Marcus Sorlie for use of Morehead Park

9) Consider award of Chip Rock Bid No. 2018-01 to Teevin & Fischer Quarry, LLC

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

10) Consider approval of request to purchase laptop

ITEMS REGARDING SHERIFF’S OFFICE

11) Consider approval of E911 GIS Professional Services Agreement with Melissa Liebert dba Liebert’s Guide Service

12) Consider approval of request to purchase Mobile Data Computer

ITEMS REGARDING BOARDS AND COMMISSIONS

13) Consider approval of the appointment of Larry Raymer to the Flood Control Advisory Board

ITEMS REGARDING GENERAL BUSINESS

14) Consider adoption of Resolution 2018-_______ in the matter of amending the Policy Manual specifically the Personal Inventory Procedures Policy

EXECUTIVE SESSION

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

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

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 Employer and Provider
February 27th Meeting
PacMtn WDC presentation for the High Impact Community Grant Awards:

1. **Big Brothers Big Sisters of SW Washington**: Grant will provide workplace readiness essential skills training with a focus on the food production industry for current High School age volunteer mentors of BBBS.

2. **Grays Harbor Colleges’ Career 911 Project**: Grant will offer youth in Pacific County an opportunity to attend a health care career event to help expose youth to careers in the healthcare industry.

3. **Pacific Education Institute**: Grant will support the development of curriculum for high schools around an Advanced Forestry course to educate and prepare youth for careers in the Forestry industry.
Approve Amendment #1 to the Intergovernmental Agreement with Fire District No. 3 for the operation of a fire hall for another ten (10) years, effective May 27, 2018 thru May 26, 2028.
AMENDMENT #1
INTERGOVERNMENTAL AGREEMENT

Between
PACIFIC COUNTY, WASHINGTON
And
PACIFIC COUNTY FIRE DISTRICT NO. 3

WHEREAS, the Intergovernmental Agreement between Pacific County – P O Box 187, South Bend, Washington 98586-0187 (the “COUNTY”), and Pacific County Fire District No. 3 – 212 Commercial St, Raymond, WA 98577-2415 (the “FIRE DISTRICT”) and was entered into on the 27th day of May, 2008; and

WHEREAS, Section 1. Term grants the FIRE DISTRICT the option to extend the AGREEMENT for ten (10) years; and

WHEREAS, the FIRE DISTRICT has provided timely notice of their desire to extend the AGREEMENT.

NOW THEREFORE, Section 1. Term of the AGREEMENT is hereby amended as follows:

1. **TERM**
   The term of this AGREEMENT shall be extended for ten (10) years and will continue through the 26th day of May, 2028.

All other terms and conditions within the AGREEMENT shall remain in effect.

FIRE DISTRICT

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rex Hutchins</td>
<td>Chair</td>
<td></td>
</tr>
<tr>
<td>Fire District No. 3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Olsen</td>
<td>Chair</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Ayers</td>
<td>Commissioner</td>
</tr>
</tbody>
</table>

ATTEST:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marie Guernsey</td>
<td>Clerk of the Board</td>
</tr>
</tbody>
</table>

Date

Page 1 of 1
Approve Amendment #1 to Contract #2018-19 CCAP with Coastal Community Action Program to coordinate the South District Court Community Court Program, 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: Health & Human Services

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: 

DATE: 2/21/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #1 to contract #2018-19 CCAP. This amendment adds a statement of work and budget for CCAP to coordinate the soon to be formed South District Court Community Court Program. District Court put in an application for .1% funds to develop the court and proposed to model the court after the Community Court in Aberdeen that CCAP coordinates. The amendment (budget), also includes funds from the Justice Mental Health Collaborative grant that we are co-administering with the Sheriff's office. Total combined budget for community court for 2018 is $45,262, and $54,314 in 2019. The Community Court is a best practice program designed to divert low level offenders into community based supports/treatment in lieu of jail or other traditional punishment. Please contact me at ex 2648 with any questions. Total budget for 2018 is Thank you!

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

Approve Amendment #1 to Contract #2018-19 CCAP with Coastal Community Action Program to coordinate the South District Court Community Court Program, subject to adequate budget appropriations.
Name of Contractor: Coastal Community Action Program

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
2018-19CCAP Amendment #1

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

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

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

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

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

☐ Small PW Process (<$300,000) ☐ PW Project (> $300,000)

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

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

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

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Contract #CCAP 2018-19

AMENDMENT #1

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. Adds exhibit C- Scope of Work - Community Court
2. Replaces exhibit A- Budget with Exhibit A- Budget Amendment #1

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chairperson Date

Frank Wolfe, Commissioner Date

Lisa Ayers, Commissioner Date

Attest

Marie Guernsey Date
Clerk of the Board
### Year One (2018)

<table>
<thead>
<tr>
<th>Description</th>
<th>Original</th>
<th>Amend #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Supportive Housing</td>
<td>$27,500</td>
<td>$27,500</td>
</tr>
<tr>
<td>Pacific County Transportation</td>
<td>$12,225</td>
<td>$12,225</td>
</tr>
<tr>
<td>Community Court (JMHCP Funded)</td>
<td>0</td>
<td>$20,746</td>
</tr>
<tr>
<td>Community Court (.1% Sales Tax)</td>
<td>0</td>
<td>$24,516</td>
</tr>
</tbody>
</table>

Total: $39,725  $84,987

### Year Two (2019)

<table>
<thead>
<tr>
<th>Description</th>
<th>Original</th>
<th>Amend #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Supportive Housing</td>
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</tr>
<tr>
<td>Community Court (JMHCP Funded)</td>
<td>0</td>
<td>$24,895</td>
</tr>
<tr>
<td>Community Court (.1% Sales Tax)</td>
<td>0</td>
<td>$29,419</td>
</tr>
</tbody>
</table>

Total: $39,725  $94,039

Updated 2/21/2018
1. **Purpose and Project Description:** Provide a detailed description of your proposed project and its purpose. Include the following information:

The purpose of the Community Court is threefold: 1) Identify and address the root causes of criminality - the Judge engages the defendants about the root causes of recidivism (i.e. homelessness, addiction, mental health, etc.). The Coordinator works with the individual to develop a community based care plan and they provides on-going case management to ensure follow-through. The court convenes weekly to provide incentives and/or sanctions, depending on the individual’s progress. 2) Provide coordinated care - The community court eliminates barriers to services and supports by providing a 1:1 case manager who connects defendants to treatment and other supports. 3) Provide immediate “one-stop” access to services - Community partners (i.e. DSHS, Public Health, Behavioral Health, Housing, employment, Veterans services, etc.) convene immediately after community court docket so defendants can immediately meet service providers and schedule needed appointments.

The **goals and expected outcomes** of the Community Court are: 1) Improve rates of recovery for individuals involved in the criminal justice system; and 2) Reduce rates of recidivism and inappropriate use of the Pacific County jail. We aim to do this by addressing the underlying contributors to criminal behavior, such as homelessness, addiction, joblessness, or mental illness etc., and connect individuals to appropriate social service and treatment programs. The court provides case management to individuals to ensure their success and the judge provides ongoing accountability each week during the CC docket. We expect to serve approximately 7-10 new individuals in community court per month for a total of 168-240 individuals over the two-year grant period. Of those, we expect 75% to engage in at least one service and 50% to successfully complete the program. Individuals will progress through the court as follows:

<table>
<thead>
<tr>
<th>The week before court, the Prosecutor identifies potential participants and shares case information with the Community Court case manager and defense for review.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekly Docket</strong></td>
</tr>
<tr>
<td>Prosecutor, defense attorney, and Care Coordinator explain the Community Court options with the eligible defendants. Each defendant choosing to participate meets 1:1 with Care Coordinator to review and sign “opt-in” document.</td>
</tr>
<tr>
<td>• Each defendant is arraigned</td>
</tr>
<tr>
<td>• CC opt-ins filed with the court</td>
</tr>
<tr>
<td>• CC defendants are ordered to attend a services entry event prior to the next court date</td>
</tr>
<tr>
<td>• Opt-out cases proceed on traditional path</td>
</tr>
<tr>
<td><strong>Community Care Event (weekly)</strong></td>
</tr>
<tr>
<td>• CC opt-ins attend social services entry event</td>
</tr>
<tr>
<td>• Each defendant completes and action plan to address the root causes of their justice involvement and meets representatives from agencies that can provide the necessary services and supports</td>
</tr>
<tr>
<td><strong>Defendant’s next CC appearance</strong></td>
</tr>
<tr>
<td>• The Prosecutor and Defense Counsel review each defendant’s action plan for completeness and appropriateness. If the action plan is acceptable to both;</td>
</tr>
</tbody>
</table>
• The defendant’s action plan is presented to the judge and attached to a stipulated order of continuance (SOC) in the defendant’s court record

• Review hearing is set

• At review hearing, Care Coordinator presents a status report detailing the defendant’s compliance with the program and progress on action plan

Repeat review hearing process as needed

Successful completion of SOC Violation found
Sanction and return to review hearings
Repeat violations result in revocation - case submitted on the record

A project work plan is attached. The Community Court is based on the Aberdeen Municipal community court model operated by Judge Solan. Community Court is a therapeutic court and incorporates best practices as defined in RCW 2.30.020 found here: http://app.leg.wa.gov/RCW/default.aspx?cite=2.30&full=true

2. Statement: Describe why your project is needed. Include the following information:

The Peninsula has a large number of high utilizers who frequently cycle in and out of the criminal justice system. The current response is not effective and community court will be a new approach. Our goal is to identify the underlying causes of criminality, develop a plan to address the issue(s), and provide concrete support and case management to help participants access services that will help them recover and ultimately break the cycle. We estimate that 75% of individuals who coming through district court have a mental illness and 80% have a substance use disorder. Further, it is estimate that nearly 30% are homeless. We recognize that the criminal justice and social services systems can be difficult to navigate. Community court creates a system where individuals are connected to services in a meaningful way by providing a warm handoff and direct assistance in making appointments (vs simply being handed a card or brochure and told to follow up). The community care event is a one stop where individuals can get all of their needs met in one location, eliminating the transportation and organizational barriers faced by many of our current defendants. Finally, Pacific County does not have probation. While community court is not probation per se, the Coordinator will maintain regular contact with participants, and the Judge will provide a level of accountability during weekly community court sessions.

Community Court addresses several of the strategic themes and goals found in the appendix. Goals 1, 3, and 5 of the Therapeutic Courts section are directly addressed as follows:

Goal #1: Implement and improve therapeutic courts and diversion programs that employ evidence based practices. Community Court directly addresses this goal by developing and implementing a new therapeutic court option. Further, it addresses a gap for South Pacific County, as all current therapeutic court options are operated out of South Bend.

Goal #3: Reduce future involvement in the court system. One of the primary goals of the program is to reduce recidivism. By addressing underlying issues that contribute to criminality, we believe we will reduce criminal behavior, and recidivism, or, at a minimum, increase the length of time between arrests.
Goal #5: Divert offenders out of the criminal justice system and into treatment at the earliest intercept available. Community Court diverts offenders out of the criminal justice system at Intercept 2- courts. Participants who opt in to Community Court will avoid Intercept 3 (Jail) all together. In addition, if successful with their program, participants can avoid future involvement with the criminal justice system all together.

Potential participants will include all defendants of South District court who opt in and meet eligibility requirements. We intend to pilot the program with district court defendants and then expand to municipal courts (Ilwaco and Long Beach) as well. We estimate 7-10 defendants per month will opt in to the program. We estimate 75% of participants have some mental illness, 80% have a substance use disorder, and 30% are homeless. Entry into the program will ultimately be at the discretion of the prosecutor with the following circumstances as automatic disqualifiers:

- Individuals currently charged with or who have previously been convicted of a serious violent offense or sex offence as defined in RCW 9.94A.30
- Individuals who are currently charged with an offense alleging intentional discharge, threat to, or attempt to discharge of a firearm
- Individuals who are currently charged with or who have previously been convicted of vehicular homicide or an equivalent out-of-state offenses; or
- Individuals who are currently charged with or who have been previously convicted of an offense alleging substantial bodily harm or great bodily harm as defined in RCW 94.04.110, or death of another person.

The Community Court is similar, but not the same, as mental health diversion and the felony drug court (similar in that they are all therapeutic court options). They are different in who qualifies for services (drug court is felony only and operates out of superior court), and in service population. Community Court fills a gap in therapeutic court options for south Pacific County (currently all court options are based out of south bend). In general, Community Court is more inclusive in eligibility than the other two court options.

3. Collaboration/Sustainability: Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:

Community court is a collaborative project, led by South District Court, and engaging the following partners:

- Coastal Community Action Program- will employ the care coordinator and provide social services support as part of the weekly community care event. They will provide long-term support to individuals in the housing and employment training areas.
- Pacific County Public Health- will assist with on-going program development and will participate in weekly community care event and provide services for parents (WIC), and women of childbearing age (family planning).
- Local law enforcement- will provide information about participant progress and to inform acceptance into the program.
- DSHS- will be invited to participate in weekly community care events and will provide state benefits including TANF, Food Stamps, Medicaid, etc. as appropriate.
• Behavioral Health- will participate in the weekly event and provide long term SUD and mental health treatment as appropriate.

The Community Court leverages over $40,000 per year in in-kind match. This includes 3 hours per week of the judge’s time, 2 hours per week of the court administrator’s time, and 3 hours per week of time spent at the community care event by an estimated 7 providers per week. The source of match for Judge McAllister’s time and the court administrator’s time is Pacific County. The time spent by providers who attend the weekly event is matched from their respective agencies.

4. **Staff and Organizational Experience:** Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:

South District Court will administer community Court. Judge McAllister has a long history of working in and on behalf of Pacific County residents and has been the district court judge since 2016. She has participated in the development of other local court options including Family Therapeutic Court and has received training in Trauma Informed Care and Adverse Childhood Experiences. The Community Court Coordinator position will be contracted to Coastal Community Action Program. They have hosted a similar position in Aberdeen as part of the city’s municipal community court program. They have been involved in the development of Aberdeen’s Community Court including development of policies/procedures, development of tracking tools, job descriptions, and court documents. Minimum qualifications for the court coordinator position will include college level coursework (at least 2 years), in the human services or social services field plus experience in human service, case management, and/or the criminal justice system.

5. **Evaluation:** Describe how project success will be measured. Include the following information:

Fidelity will be monitored by the Community Court Implementation team, made up of Judge McAllister and representatives from behavioral health, and Pacific County. The team will monitor implementation of the project and make adjustments to work plan and process/procedure as needed.

The court coordinator will collect process and outcome data as follows:

Process- number of court participants referred, number who opt in, number who complete the program. Number of service connections made (measured by appointments made), follow through on services (as reported by service providers).

Outcomes- Recidivism rates of those who complete vs those who don’t vs those who opt out altogether. Percentage of community court participants who successfully complete mental health or SUD treatment.

Data will be evaluated regularly by the implementation team and used to improve the program on an ongoing basis. The team will address issues related to program structure and referral, quality of services, and engagement in the program.

**Project Work Plan Template** *(you may add more goals and/or activities as necessary)*

<table>
<thead>
<tr>
<th>GOAL ONE: Improve rates of recovery for those involved in the criminal justice system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategy 1: Connect individuals to treatment and other social service supports</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Hire Community Care Court coordinator</td>
</tr>
<tr>
<td>Establish weekly service events</td>
</tr>
<tr>
<td>Provide case management to ensure individuals are following through on community care plan</td>
</tr>
</tbody>
</table>

**GOAL TWO:** Reduce recidivism for high utilizers in South County and reduce un-necessary use of the Pacific County Jail

*Strategy 1: Establish weekly Community Court to ensure accountability of program participants and to provide incentives and/or sanctions to encourage successful completion of the program*

<table>
<thead>
<tr>
<th>Activity</th>
<th>Who's responsible</th>
<th>By when?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish weekly Community Court Docket</td>
<td>Judge McAllister</td>
<td>March 2018</td>
</tr>
<tr>
<td>Prepare weekly reports on all CC participants, deliver Incentives/sanctions as appropriate</td>
<td>Court Coordinator, Judge McAllister</td>
<td>On-going</td>
</tr>
<tr>
<td>Develop policies, court orders, and other procedural documents to ensure consistency and implementation of best practices.</td>
<td>Community Court implementation team, Coordinator, Judge McAllister</td>
<td>Core documents adopted by March 2018, reviewed and revised quarterly as needed.</td>
</tr>
</tbody>
</table>
Approve Amendment #1 to Contract #2017-19 CCAP with Coastal Community Action Program to provide housing and homeless services, subject to adequate budget appropriations.
Name of Contractor: Coastal Community Action Program

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): 2017-19 CCAP (amendment #1)

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

Indicate type ☑ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): ☑ For-Profit ☐ Private Organization/Individual

☐ Non-Profit ☐ Public Organization/Jurisdiction

☐ State ☐ Sub-Recipient

☐ Federal ☐ Other

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

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


☐ Small PW Process (<$300,000) ☐ PW Project (>300,000)

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

Services / Leases: ☑ Architectural & Engineering ☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)

☐ Telecomm & Data Processing ☐ Other (Describe): *

To be located at: ____________________________

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution

☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids

☐ Open Space ☐ Post, Advertise, & Fill Position

☐ Other (please describe): ____________________________

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

TOTAL COST/AMOUNT (include sales & use tax): 54504

TOTAL COST/AMOUNT: 54504

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 118

EXPENDITURE FUND #: 118

SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS: 

Revised 8/2015

Exhibit A to Resolution No. 2010-013
Contract #2017-19 CCAP
Amendment #1

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

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

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

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chairperson                                      Date

__________________________________________________________

Frank Wolfe, Commissioner                                    Date

__________________________________________________________

Lisa Ayers, Commissioner                                     Date

CONTRACTOR- Coastal CAP

__________________________________________________________

Signature                                                  Date

Title

Attest

__________________________________________________________

Marie Guernsey                                               Clerk of the Board
## Exhibit E - Budget - AMENDMENT #1

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Updated 9-6-2017
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, February 27, 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

140745 thru 140844 $ 259,616.70

Warrants Dated: February 16, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:
Auditor/Deputy Auditor

ATTEST:
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

FEB 16 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, January 23, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
James Worlton, Senior Public Records Coordinator
Scott McDougall, Emergency Management Director
Eric Weston, Chief Deputy Prosecutor
Randy Wilson, Building Maintenance Administrator
Andy Seaman, Computer Services Supervisor
Denise Rowlett, Chief Civil Deputy

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-6)

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

YEARS OF SERVICE

5 Years – Frank Wolfe (COMM), Scott McDougall (EMA)
15 Years – Bruce Walker (ASSR)
30 Years – Randy Wilson (DPW), Andy Seaman (DPW)

CONSENT AGENDA (Items 1-8)

Department of Public Works

Accept bonds from Olympic Resource Management pertaining to Road Haul Permit No. 2018-9 and from Rayonier Operating Company LLC pertaining to Road Haul Permit No. 2018-4
Department of Community Development

Approve Amendment #7 to Project Agreement Number 15-1385P with State of WA Recreation and Conservation Office; authorize Chair to sign

Approve Amendment #4 to the Lead Entity Interagency Agreement with Pacific Conservation District

Sheriff’s Office

Approve hire of Caitlyn Howard-Mayfield, Telecommunicator, Step 1, effective February 1, 2018

Approve Amendment #A-Revised to the E911 County Basic Service Operations Contract SFY 2018 Number E18-029 with the WA State Military Department; authorize Chair to sign

Boards and Commissions

Approve the reappointment of Mike Nichols and Kelly Rupp to another four-year term on the Planning Commission

General Business

Approve regular meeting minutes of January 9, 2018
Approve Vendor Claims; Warrants Numbered 140277 thru 140380 in the amount of $168,793.68

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Digital Submittal Certification for Road Levy 2018 to the County Road Administration Board and authorize Chair to sign

Approve request to surplus 9 VHF Orion, 8 VHF M7100, 8 UHF Orion and 6 UHF M7100 radios in accordance with the Personal Property Inventory Procedures

Approve request to issue Call for Bids for the 2018 Chiprock Bid No. 2018-01 and set a bid opening date of Thursday, February 22, 2018 at 9:00AM

Approve release of Naselle Rock & Asphalt Co., Inc. Payment/Performance Bond pertaining to the 270th Street Resurfacing Project to be held by Public Works for the warranty period
Adopt Resolution 2018-002 in the matter of a temporary closure of the Surfside Bridge, located on 315th Street at MP 0.88 from Monday, February 5, 2018 at 6:00AM through Friday, February 9, 2018 at 5:00PM

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Contract #2018-19 OBSD with the Ocean Beach School District for School Based Mental Health Counseling Services and Family Engagement/Homeless Liaison Services, subject to receipt of required insurance

Approve Contract #2018-19 ESD 113 with Educational Service District 113-True North Student Assistance Program for a Prevention/Intervention/Treatment Counselor, subject to receipt of required insurance

Approve Contract #2018-19 Lifeline with Lifeline Connections for a school based mental health counselor and veterans behavioral health services, subject to receipt of required insurance

Approve Contract #2018-19 Millage Contracts with Peace of Mind for the Wellness Recovery Action Program, Raymond School District for the Girls Circle/Boys Council Program, South Bend School District for a counseling program, and with WellSpring Community Network for purchase of liability insurance, all subject to receipt of required insurance

Approve Contract #2018-19 CCAP with Coastal Community Action Program to support Permanent Supported Housing Program for homeless individuals with mental illness, subject to receipt of required insurance

Approve Agreement with WA State Association of Local Public Health Officials pertaining to the Medicaid Administration Match program and authorize Director to sign

Approve the 2017-18 ASPR Preparedness Training Agreement with the Region 3 Healthcare Preparedness Coalition for training related expenses and authorize Director to sign

ITEMS REGARDING JUVENILE COURT SERVICES

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

Approve Professional Services Agreement with Astrid Aveledo, Director of the Dispute Resolution Center of Grays Harbor and Pacific Counties for the “We’re In This Together” program, subject to adequate budget appropriations
ITEMS REGARDING TREASURER’S OFFICE

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

Approve request to upgrade Eden/Clemmer computer system in order to comply with state reporting of Schedule 6, in an amount not to exceed $4,000, to be paid from Fund 197, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

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

Approve Professional Services Agreement with Patty Marsden as Spillman System Administrator, subject to adequate budget appropriations and receipt of required insurance

Approve Data Sharing, Non-Disclosure and Use Agreement with WA State Military Department and authorize PACCOM Director to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Accept resignation of Solid Waste Advisory Committee member, Anne Steele

Confirm Mason County Commissioners’ appointment of Brenda Hirschi to the Timberland Regional Library Board of Trustees

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution No. 2018-003 regarding fiscal year 2017 budget category transfers

Approve Contract for Service with the Peninsula Poverty Response Team to implement low and moderate income housing programs and to accomplish the goals of the Pacific County Ten Year Plan to End Homelessness specifically for the Project Homeless Connects and Overnight Winter Lodging in the amount of $4,000, subject to adequate budget appropriations

Accept Collection Agency Services proposal from McDonald Credit Services and approve the Contract for Collection Agency Services to be effective February 1, 2018 thru January 31, 2020, subject to receipt of all required insurance
EXECUTIVE SESSION - None

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Local Agency Federal Aid Project Prospectus and Local Agency Agreement with WA State Department of Transportation pertaining to the Guardrail Upgrade - 2017 Safety Selection & Signing Upgrade and authorize Chair and County Engineer to sign

Approve purchase of Capital Expenditure Item for the ER&R Fund 502-Communications Division as provided by Telecommunications Engineer, in an amount not to exceed $72,200, subject to adequate budget appropriations

Accept resignation of Faith Taylor-Eldred, Engineering Technician III, effective January 31, 2018 and approve request to post, advertise and fill vacant position

Confirm promotion of Tim Bale to Senior Engineering Technician, Grade 13, Step 1, effective February 1, 2018, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve hire of Miranda Bisbing, Administrative Asst. II, Grade 9 Step 1, in the Long Beach Office, effective February 5, 2018, subject to adequate budget appropriations and successful completion of background check

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve promotion of Tessa Clements to Criminal Justice Program Specialist, Grade 13 Step 1, effective February 1, 2018, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Vincent McLeod to Position #1 on the Veterans Advisory Board, effective immediately
ITEMS REGARDING GENERAL BUSINESS

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

Approve the CR2a Agreement between Pacific County and Mark and Patricia Mayko and adopt Resolution 2018-004 authorizing the Chair to sign

Approve Vendor Claims, Warrants Numbered 140381 thru 140469 in the amount of $133,507.75, subject to adequate budget appropriations

Scott McDougall provided an update on the 7.9 earthquake near Kodiak, Alaska.

RECESS – 9:31AM

RECONVENE – 10:03AM

Chair Olsen noted for the record that Attachment A to Resolution 2018-003 was amended for one transfer for one additional fund.

PUBLIC HEARING

ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, County Administrative Officer Kathy Spoor, Senior Public Records Coordinator James Worlton

Chair Olsen opened the public hearing to consider amendments to the Public Records Policy. There were no members of the public in attendance. No one stood to be sworn in. Chair Olsen closed the public hearing.

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

Adopt Resolution No. 2018-005 in the matter of amending the Pacific County Public Records Policy and rescinding Resolution No. 2017-034, the effective date of this amended policy shall be January 24, 2018

CONTINUANCE

Chair Olsen continued the meeting to Monday, February 5, 2018 at 10:00AM or as soon thereafter as possible for the purpose of considering award of the Courthouse Basement Remodel Project Call for Bids

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Email dated January 1, 2018, from Dale Beasley regarding mouth of Columbia River Beneficial Use Project.

Cancellation Notice dated January 2, 2018, from Travelers cancelling the Public Official Bond for Heidi Heywood.

Email dated January 4, 2018, from Commissioner Lisa Olsen regarding the roundabout at SR 6 and Hwy 101.

Copy of the 2018 Veterans’ Relief application provided to Norman L. Carlson, Voucher #2018-01 in the amount of $353.

Notice of Liquor License Application dated January 5, 2018, from the WA State Liquor and Cannabis Board for the Shelburne Hotel.


Notice of Liquor License Expirations dated January 6, 2018, from the WA State Liquor and Cannabis Board for Mr. Doobees.

Email dated January 11, 2018, from Rex Hutchins, regarding Marbled Murrelet/Second Substitute House Bill 1484.

Email dated January 11, 2018 from Jackie Chandler, Department of Ecology regarding Notice of Final Action on the Pacific County Comprehensive Shoreline Master Program Update.

Email dated January 12, 2018, from Dale Beasley regarding Final Evaluation Findings WA Coastal Management Program.

Copy of the 2018 Veterans’ Relief application provided to Frances Joy Jensen, Voucher #2018-02 in the amount of $618.33.

Email dated January 16, 2018, from David Beugli regarding culvert installations/drainage modifications.

Email dated January 17, 2018, from Kathleen Nisbet Moncy, regarding letter to Governor Inslee pertaining to the WGHOGA NPDES Permit Application.

Letter received January 19, 2018, from members of the Sunset Sands Community Association regarding the condition of two major roads, Birch Place and Crane.

Email dated January 22, 2018, from Laura Bohlmann, expressing thanks for the placement of speed limit signs on U Street.
Email dated January 23, 2018, from Eric Watness, expressing gratitude to Sheriff Johnson regarding his comments in the BBC documentary.

Copy of MEMO dated January 24, 2018, from Tim Crose in response to Ann Skelton questions regarding Mayko decision.

Notice of Change in Status for Amanda Bennett reduced to 0.90FTE, Sue Carbaugh reduced to 0.45FTE, Shanna Coty reduced to 0.8FTE, Hollie Billeci reduced to 0.8FTE, Eva Kanick reduced to 0.8FTE and Marcelina Medina reduced to 0.8FTE, all effective January 1, 2018.

Amendment No. 04 to Contract No. K768 with WA State Health Care for ABCD Dental Services filed this date.

Copy of Addendum A – Due for Sustaining Membership Agreement with CHOICE Regional Health Network filed this date.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

January 2, 2018
Departmental Briefings
Discussion w/ M. Collins re: courthouse basement
Workshop re: courthouse basement remodel

January 8, 2018
Workshop w/ Auditor re: staffing
Workshop w/ DPW re: road projects
Meeting agenda review
Workshop w/ C. Poellnitz re: transit system

January 9, 2018
BOH/BOCC Meetings
Joint (Elected/Appointed) Management Meeting
Workshop w/ Port of Willapa Harbor re: trails

January 16, 2018
Workshop re: Eden
Workshop re: fair
Workshop re: comp plan update
Departmental Briefings

January 22, 2018
Meeting Agenda Review
Meeting w/ WSDOT re: SR6/Hwy 101 roundabout

January 29, 2018
Workshop re: flood control
Meeting with Joe Camenzind
Workshop re: criminal justice sales tax option
Quarterly HSAB Meeting-Developmental Disabilities
Workshop w/ Kathy Spoor
Workshop re: Hearings Examiner
10:00 AM       1216 W Robert Bush Drive
Monday, February 5, 2018     South Bend, Washington

CALLED TO ORDER – 10:03 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Tim Martindale, E911 Coordinator
Eric Weston, Chief Deputy Prosecutor

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Accept Courthouse Basement Renovation Project bid Option #2 from JBK Builders in the amount of $223,091.38 including sales tax, subject to adequate budget appropriations (Other bids [for Option #2] were received from Rognlin’s of Aberdeen in the amount of $240,187.39, Western WA Construction of Hoquiam in the amount of $332,456.04 and from Helligso Construction of Astoria in the amount of $283,222)

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2018-006 modifying the Personnel Policy, Rules and Regulations, specifically creating the Grade 11 Elections Administrator job description in the Auditor’s Office

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

Confirm posting of the Grade 11 Elections Administrator job description, effective February 1, 2018
Tim Martindale thanked the Commissioners, Kathy Spoor, Mike Collins and the PACCOM Admin/Ops Board for their support thru the process of the Courthouse Basement Renovation Project.

MEETING CLOSED – 10:09AM

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

9:00 AM  1216 W Robert Bush Drive
Tuesday, February 13, 2018  South Bend, Washington

CALLED TO ORDER – 9:03 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Kenny Osborne, Port of Chinook

PUBLIC COMMENT

Kenny Osborne presented a map and spoke regarding the possibly of utilizing Chinook Park for parking and other uses. (Workshop to be scheduled)

CONSENT AGENDA (Items 1-3 and 5-7)

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

Department of Public Works

Accept Surety Rider No. 929379236 from Hampton Tree Farms pertaining to Road Haul Permit No. 2018-3 for hauling on Salmon Creek Road and Upper Naselle Road
Department of Community Development

Confirm the date of hire for Miranda Bisbing as February 1, 2018

Health and Human Services

Approve Amendment #1 to Ocean Beach School Nurse Contract

Boards and Commissions

Approve the reappointment of Larry Cohen and Jerry Porter to the Human Services Advisory Board and acknowledge the membership term expiration of Nancy Schutt and Joey Sturgill

General Business

Approve Vendor Claims; Warrants Numbered 140470 thru 140532 in the amount of $126,058.16 and Warrants Numbered 140533 thru 140581 in the amount of $37,051.15

Approve January, 2018 payroll; total employees: 177; total payroll: $781,770.16

ITEMS REGARDING HEALTH AND HUMAN SERVICES

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

Adopt Resolution 2018-007 in the matter of donating non-inventory items from the Health and Human Services Department to Lifeline (a private non-profit substance abuse treatment agency), the Ocean Park Food Bank and the Raymond School District’s special education office are all eleemosenary organizations in Pacific County that provide support for the poor and infirm

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Facility Use Application from Satsop School District for use of Morehead Park May 22-24, 2018, and authorize Chair to sign

Approve Facility Use Application from Dawn Lorton for use of the Courthouse lawn for a wedding ceremony on July 28, 2018, and authorize Chair to sign

Approve Interlocal Cooperative Purchasing Agreement to “piggyback” on Mason County’s bid from Albina Asphalt to provide CRS-2P oil, subject to receipt of affidavit of publication and copy of contract prior to purchase, subject to adequate budget appropriations and authorize Chair to sign
Approve purchase of BOMBAG BW Rubber Tire Roller Machine through NJAP program in an amount not to exceed $95,000.00, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Interagency Agreement #17-09770 with the Washington Department of Fish and Wildlife for administrative work of the Marine Resource Committee effective July 1, 2017 until June 30, 2019, and authorize Chair to sign

Approve Interlocal Agreement with the Conservation District to perform the scope of work in Interagency Agreement #17-09770, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve the hire of Judd Comer as Criminal Justice Program Specialist, Grade 13 Step 1, effective February 14, 2018, subject to adequate budget appropriations

Approve the purchase of a Dell Latitude 5590 laptop computer to be used by the Criminal Justice Program Specialist position in an amount not to exceed $1,600, subject to adequate budget appropriations and all County policies

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve advertising for 2018 Spartina Field Crew positions included in the adopted FY2018 budget, in accordance with Section 2.22 Hiring Process of the Hiring Policy, subject to adequate budget appropriations

Approve the Interdepartmental Agreement between Department of Vegetation Management and Department of Public Works for vegetation management services
ITEMS REGARDING COUNTY FAIR

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

Approve the 2017-18 Winter Storage Agreements with Keith and Kari Ping, Craig Fauver, Michael Sullivan, Keith Samplawski and Cal and Mary Bogar, and authorize Chair to sign

ITEMS REGARDING SHERIFF’S OFFICE

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

Approve the purchase of two Vicon cameras for the jail security system in the amount of $1,050.00 including tax and shipping, subject to adequate budget appropriations

Approve the addition of one phone extension to the jail to accommodate a recorded line for conversations regarding inmate releases or readings of probable cause with judges and to allow the extension to be paid from Current Expense Telecommunications Fund, subject to adequate budget appropriations

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Wolfe, seconded by Ayers and carried by vote 3-0

Approve the Intermittent Family Medical Leave of Absence for a qualifying event and authorize Leave Credit Transfers with an assigned expiration date of January 17, 2019

ITEMS REGARDING BOARDS AND COMMISSIONS

It was moved by Wolfe, seconded by Ayers and carried by vote 3-0

Approve the appointment of Jon Ciminello to the vacant Commissioner District #1 position on the Planning Commission

Adopt Resolution No. 2018-008 in the matter of dissolving the One-Tenth of 1% Advisory Sub-Committee of the Human Services Advisory Board

ITEMS REGARDING RISK MANAGEMENT

It was moved by Wolfe, seconded by Ayers and carried by vote 3-0

Approve the purchase of 2 AXIS s2008 NVR and 16 AXIS M1125 IP cameras at a total cost of no more than $13,000 from Risk Fund #531 and Capital Fund #125, subject to adequate budget appropriations and all county policies
ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Ayers and carried by vote 3-0

Adopt Resolution No. 2018-009 in the matter of amending the Pacific County Policy Manual and establishing Paid Sick Leave Policy, which shall be effective the 1st day of January, 2018

Approve the Memorandum of Understanding with Local 367C and Local 367 changing the collective bargaining agreements to reference the County’s Paid Sick Leave Policy, and authorize Chair to sign

Confirm change in insurance requirements pertaining to the Collection Agency Services Agreement with McDonald Credit Services

Approve Contract for Repayment of Excess Longevity for employees, effective January 1, 2018

Adopt Resolution 2018-010 in the matter of opposing Offshore Oil and Gas Drilling and Exploration activities including Seismic Airgun Blasting

Approve a contract in the amount of $65,600 with the Pacific County Economic Development Council for the development of a Countywide overall economic development plan, $49,200 of the contract reimbursement will be grant funds provided by the Community Economic Revitalization Board and the required match of $16,400 will be provided by the EDC

EXECUTIVE SESSION – Not needed

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve lease of vehicles for Health and Human Services Department with Enterprise for two Versa’s and one Escape, subject to adequate budget appropriations

ITEMS REGARDING HEALTH AND HUMAN SERVICES DEPARTMENT

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

Approve Amendment #9 to Contract #2011-13 Big Brothers Big Sisters to provide additional funding to provide mentoring programs in Pacific County schools
Approve request to advertise for a part-time 0.20 FTE Behavioral Health Program Assistant position, in accordance with Section 2.22 Hiring Process of the Personnel Policy and Procedures, subject to adequate budget appropriations

ITEMS REGARDING SUPERIOR COURT

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

Approve an additional phone extension for the Superior Courtroom and to be paid from Current Expense Telecommunications Fund, subject to adequate budget appropriations

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by vote 3-0

Confirm transfer of a Dell OptiPlex 960 computer workstation to Superior Court from the Auditor’s Office in accordance with Personal Property Inventory Procedures

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by vote 3-0

Approve Vendor Claims; Warrants Numbered 140582 thru 140744 in the amount of $368,307.00

RECESS – 9:31AM

RECONVENE – 11:47AM
ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by vote 3-0

Accept Construction Contract from JBK Builders for the Courthouse Basement Renovation Project in the amount of $223,091.38, including sales tax, subject to receipt of Performance and Payment Bond for 100% of the bid, if not able to obtain the Performance and Payment for 100% of the bid amount and in accordance with Part 1.D. of the Instructions for Bidders accept Construction Contract for the Rough Construction Base Bid in the amount of $93,698.38 including sales tax, subject to receipt of Performance and Payment Bond for 100% of the bid and Accept Construction Contract for the Finish Construction-Base Bid in the amount of $129,393.00 including sales tax subject to receipt of Performance and Payment Bond for 100% of the bid, All subject to adequate budget appropriations, authorize release of bid bonds to JBK Builders, Rognlin’s Inc., Western WA Construction and Helligso Construction, Co. after receipt of the Performance and Payment Bond(s) from JBK Builders

MEETING CLOSED – 11:49 AM

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Letter received January 11, 2018, from Department of the Navy regarding Notice of Availability of the Draft Environmental Assessment for Naval Special Operations Training in Western Washington State and Open House Public Meetings.

Letters received January 23, 2018, from owners/members of the Sunset Sands Community Association regarding Birch Place and Crane.

Letter received January 24, 2018, from State of Washington Department of Ecology regarding authorizing development permits under ESSB 6091.

Copy of letter dated February 1, 2018, from Department of Public Works to Fish and Wildlife Services in response to Lynn Point Road.

Copy of letter dated February 1, 2018, from Department of Public Works to Colburn Timber, Inc. requirement of hauling permit on Pacific County roads.

Letters received February 5, 2018, from owners/members of the Sunset Sands Community Association regarding Birch Place and Crane.

Email dated February 5, 2018, from Bruce Urquhart regarding Tokeland speed limit.


Email dated February 7, 2018, from Dale Beasley regarding EDC presentation on economic development for Pacific County.

Letter received February 7, 2018, from Washington Department of Natural Resources regarding State Forest Transfer and Purchase Lands.

Copy of the 2018 Veterans’ Relief application provided to Norman Carlson, Voucher #2018-04 in the amount of $247.

Copy of response letter dated February 13, 2018, from the Board of Pacific County Commissioners to Doug Bagaason regarding the condition of Smith Creek Road.
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 6

Initial: ____________________ Date: ____________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:

□ CONTINUED TO DATE: ____________________ TIME: ____________________

□ OTHER: ____________________

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. □ Other

□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT: ____________________

SIGNATURE: ____________________ DATE: 2/14/18

NARRATIVE OF REQUEST

Request to issue a Public Notice/Call for Bids for the 2018-01 Courthouse Exterior Painting Project and set a bid opening date of Monday, April 9, 2018 at 9:00 AM.

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

Approve issuance of Call for Bids #2018-01 Courthouse Exterior Painting Project and set a bid opening date of Monday, April 9, 2018 at 9:00AM

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

BID NO. 2018-01

PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County commissioners to call for bids for “BID NO. 2018-01 – PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT”. Sealed bids will be received until the hour of 9:00 AM on Monday, April 9, 2018 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 “BID NO. 2018-01 – PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT”.

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 Olsen, Chair

Attest:

___________________________
Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner
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 Monday, April 9, 2018:

“BID NO. 2018-01 – PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT”

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 “BID NO. 2018-01 – PACIFIC COUNTY COURTHOUSE EXTERIOR PAINTING PROJECT” 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
Approve the 2018 Bruceport Park Maintenance and Operations Contract with Melvin and Janelle Long, effective January 1, 2018 thru December 31, 2018, subject to adequate budget appropriations.
2018 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, 2018 through December 31, 2018. The CONTRACTOR may temporarily close the park between January 1, 2018, and March 31, 2018, 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. 2016-032, adopted September 13, 2016).

   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 Manger. 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 _________________________, 201___

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
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Audley Williams (790924K)
715 E Yelm Ave Ste 4
Yelm WA 98597-8714

CONTACT NAME:

PHONE
(A/C NO. EXT): 360-458-4546
FAX
(A/C NO.): 360-458-3777
E-MAIL ADDRESS: awilliams@farmersagent.com

INSURED
LONG, MELVIN
PO BOX 372
BAY CENTER WA 98527

INSURER(S) AFFORDING COVERAGE
INSURER A: Truck Insurance Exchange
21709
INSURER B: Farmers Insurance Exchange
21652
INSURER C: Mid Century Insurance Company
21687

COVERAGES

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<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADULT INSN</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
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<td>CLAIMS-MADE</td>
<td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td>MED EXP (ANY one person)</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER:</td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY</td>
<td>GENERAL AGGREGATE</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>PROJECT</td>
<td>PRODUCTS-COM/OPPAGG</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AUTOMOBILE LIABILITY

|          | ANY AUTO | COMBINED SINGLE LIMIT (EA ACCIDENT) | $ |
|          | OWNED AUTOS ONLY | BODILY INJURY (PER person) | $ |
|          | HIRED AUTOS ONLY | BODILY INJURY (PER accident) | $ |
|          | SCHEDULED AUTOS | PROPERTY DAMAGE (PER accident) | $ |
|          | NON-OWNED AUTOS ONLY |               | |
|          | UMBRELLA LIAB | EACH OCCURRENCE | $ |
|          | OCCUR | AGGREGATE | $ |
|          | EXCESS LIAB |                 | $ |
|          | CLAIMS-MADE | PER STATUTE | $ |

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) | Y/N | N/A |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required.

7807 HIGHWAY 101, SOUTH BEND, WA 98586

CERTIFICATE HOLDER
PACIFIC COUNTY
PO BOX 186
SOUTH BEND WA 98586

CANCELLATION

SHOULDN'T ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Audley Williams
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>☐</td>
<td>Deferred to:</td>
</tr>
<tr>
<td>Continued to Date:</td>
<td></td>
<td>Time:</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Distribution List:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS
DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER
PHONE / EXT: EXT 2288

SIGNATURE: [Signature]
DATE: FEBRUARY 13, 2018

DPW-PARKS


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

Approve the Facility Use Agreement with Marcus Sorlie for use of Morehead Park July 27-30, 2018
ATTACHMENT B

Facility Use Application (FUA)

Thank you for your interest in using a county-owned park, facility or property to host your special event.

If your interest is in reserving one of our county parks for:

☐ day use private (by invitation only) events with less than 50 attendees and no alcohol, the FUA is not required.
  - Reservations are to be made directly with the park hosts for Bruceport, Chinook, and Bush Pioneer
  - Reservations for Morhead Park are to be made with the Park Manager

☐ day use private (by invitation only) events with more than 50 attendees and/or alcohol will be served, the FUA is required.

☐ day use public events, the FUA is required.
  - The FUA is to be submitted to the Commissioners’ Office

☐ multi-day use private or public events, the FUA is required.
  - This does not apply to multi-day family camping
  - The FUA is to be submitted to the Commissioners’ Office

Please complete and return a signed Application, appropriate attachments, fees and damage deposit to the Board of Pacific County Commissioners Office at least 60 days prior to the first day of the event.

PLEASE TYPE OR PRINT CLEARLY IN INK

1. Name of event: Happy Destiny Campout

2. Please indicate if this event is ☐ Private (by invitation only) or ☐ Public

3. Description of event: Clean and Sober Campout

4. County owned park, facility or property to be reserved: Morehead

5. Date(s) of event: 7/27/18 to 7/30/18  Hour(s) of operation: Noon to Noon

6. Has the event been held previously? ☐ Yes ☐ No Date(s): 2012 thru 2017

   If yes, location held: Morehead

7. Estimated attendance: 75- 7/27 to 7/29  20- 7/29 to 7/30

8. Name of Event Representative: Marcus Sortie

9. Home Phone: 360-219-5889  Cell Phone: 360-219-8498

10. Event Representative email address: bmnsme@aol.com

11. Event Representative address: Box 363 Ethel, WA 98542

12. Emergency contact name and phone number: Monique Bates 360-480-8275
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will there be alcohol served at the event?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board</td>
</tr>
<tr>
<td>Will County staffing be requested at the event? <em>May be required by the County.</em></td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, attach a list of those services and outline specific duties.</td>
</tr>
<tr>
<td>Is your event is open to the public?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will food and beverage be served at your event and last beyond 8 pm</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, the County has a noise ordinance in effect (see County Code for details)</td>
</tr>
<tr>
<td>Will there be music, sound amplification or any other noise impacts?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, attach a map of their route.</td>
</tr>
<tr>
<td>Will off-site parking be needed?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, attach parking plan.</td>
</tr>
<tr>
<td>Will there be shuttle buses provided for attendees?</td>
<td></td>
<td>✔</td>
<td></td>
<td>If yes, please note the cost of the event.</td>
</tr>
<tr>
<td>Will there be tickets sold to attend the event?</td>
<td>✔</td>
<td></td>
<td></td>
<td>If yes, please attach a copy.</td>
</tr>
<tr>
<td>Do you have an informational flyer advertising the event?</td>
<td>✔</td>
<td></td>
<td></td>
<td>If yes, contact Community Development 360/875-9356 to determine if a food permit is required</td>
</tr>
<tr>
<td>Will there be food served?</td>
<td>✔</td>
<td></td>
<td></td>
<td>If yes, please provide specific information related to the # of sani-cans provided. Please include the location on a diagram of the event.</td>
</tr>
<tr>
<td>Will additional bathroom facilities be used?</td>
<td>✔</td>
<td></td>
<td></td>
<td>If yes, attach a plan, and indicate if you will need assistance from County Solid Waste.</td>
</tr>
<tr>
<td>Do you have a plan for garbage and recycling?</td>
<td>✔</td>
<td></td>
<td></td>
<td>If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.</td>
</tr>
<tr>
<td>Will a temporary structure be erected for this event?</td>
<td></td>
<td>✔</td>
<td></td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
<tr>
<td>Have you obtained a Certificate of Insurance specifically naming Pacific County?</td>
<td>✔</td>
<td></td>
<td></td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
</tbody>
</table>
WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have read and understand the requirements set forth in Pacific County Facility Use Policy and Process and this application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth in Pacific County Code may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

I swear under penalty of perjury under the laws of the State of Washington that all information contained therein is true to the best of my knowledge. As this application is the basis for use of county facilities, any material error, omission, or misrepresentation may constitute a violation of this agreement for the County may rescind the agreement and/or deny future applications by the applicant.

[Signature]

Date: 1/31/2018

[City & State where signed]

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

Name: Marcus Sorlie Contact #: 360-219-5889

Name: Michellee Sorlie Contact #: 360-219-8498

Name: Monique Bates Contact #: 360-480-8275

Name: ___________________________ Contact #: ___________________________
ATTACHMENT C

PACIFIC COUNTY
ALCOHOL POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on grounds owned, rented or leased by Pacific County, without the expressed written consent of Pacific County. For those functions where express approval has been granted, the following rules must be followed:

- The sale, furnishing and/or consumption of alcoholic beverages is not permitted without a valid permit issued by the Washington State Liquor and Cannabis Board and a copy of such permit shall be provided to the County at least two weeks prior to the event. The permit must be posted in a conspicuous location within the facility for the duration of the event.

NOTE: Alcoholic beverage SALES are not permitted under a BANQUET PERMIT and are only allowed under a Special Occasion License issued to a nonprofit organization.

- The PERMITTEE shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of $1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability Insurance coverage may be substituted when alcohol is being consumed, but not sold on premises with prior written approval of the County. Certificate of insurance coverage must be provided to the County at least two weeks prior to the event.

- All persons serving alcoholic beverages must be appropriately trained regarding Washington State Liquor and Cannabis Board rules and regulations regarding service of alcoholic beverages under a Banquet Permit or Special Occasion License, as may apply to the event.

- Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events. Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the perimeter of the controlled area. All beverages must be served in cans, disposable cups, or plastic or metal bottles only. Absolutely no glass bottles will be allowed.

- Alcohol is NOT allowed in the Courthouse Rotunda or on the Courthouse grounds, including the Courthouse pond area.

- Alcoholic beverage sales, furnishing and consumption shall comply with all Washington laws, rules and regulations, and specifically those of the Washington State Liquor and Cannabis Board. In particular, no person under the age of 21 shall be allowed to purchase, consume, furnish or possess alcoholic beverages. Valid photo identification shall be required for all persons purchasing, consuming, furnishing, or possessing
alcoholic beverages. No person shall be over-served and persons exhibiting intoxication shall not be sold or furnished alcoholic beverages.

- For events, using a Banquet Permit the event shall not be advertised, shall be by invitation only, and shall not be open to the public.

- The PERMITTEE will also, at its expense, comply with all requirements of the Pacific County Facility Use-Security Requirements Policy.

- Any violation of these requirements will result in the immediate revocation of the Facility Use Agreement, closure of the PERMITTEE’s event, forfeiture of the PERMITTEE’s rent and deposit, and the PERMITTEE may not be allowed to serve alcohol at any future events.

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

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

PERMITTEE                                      BOARD OF COUNTY COMMISSIONERS

Happy Destiny                                   PACIFIC COUNTY, WASHINGTON

Organization                                      Chairman

mrs ial  soalci                                ATTEST:

Printed Name

Signature  Date

Clerk of the Board  Date

ATTACHMENT C
FACILITY USE APPLICATION PROCESS-REVISED
RESOLUTION 2017-007 ADOPTED 2/14/2017
7th Annual
On the road of happy destiny!

Noon July 27 - noon July 30
Come join us at Camp Morehead on the Long Beach Peninsula

Speakers (AA, NA and ACA), Campfires, Meetings, Potlucks, Bingo, Fun and Fellowship. A recovery event.
Cabin bunks and/or campsites available
$30 each for weekend. (kids under 12 free)
For more information contact (360) 219-5889 or (360) 219-8498

Camp Morehead 27600 Sandridge Road Ocean Park, WA
From Highway 101
turn north onto Sandridge Road.
Proceed 11 miles to Nahcotta. The camp
is directly north of Nahcotta on the east side of
Sandridge Road

To register
Name________________________________________Name________________________________________
Name________________________________________Name________________________________________
Name________________________________________Name________________________________________
Address________________________________________State________Zip________Phone____________________
Number of bunks needed__________ or tent space_______
Send registration and checks to: Happy Destiny Campout PO Box 363 Ethel WA 98542
ATTACHMENT D

PACIFIC COUNTY FACILITY USE
SAFETY REQUIREMENTS
APPLICATION

Safety personnel are required for gatherings where food and beverage is served and that last beyond 8p.m. OR where alcohol is sold, furnished or consumed regardless of the time of day. Safety personnel may be required at other events which are determined by the County to warrant security. Minimum safety personnel requirements are based on the number of attendees and whether the event is public or private.

The Safety Requirements Application must be received by the County 60 days prior to an event. The Pacific County Board of County Commissioners and Risk Manager, in consultation with the Pacific County Sheriff’s Office, will review all applications and reserve the right to adjust safety requirements as they deem necessary.

Information regarding the event:

1. The estimated number of persons attending the event: 75
2. This is a ☑ private event ☐ public event
3. Alcoholic beverages ☐ will ☑ will not be sold, furnished or consumed. The hours of alcohol service will be from __________ am/pm to __________ am/pm.
4. Live music/DJ/dancing ☐ will ☑ will not be at the event.

MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

<table>
<thead>
<tr>
<th></th>
<th>PRIVATE EVENTS</th>
<th>PUBLIC EVENTS</th>
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</thead>
<tbody>
<tr>
<td>Attendees</td>
<td>No Alcohol, with Music/Dancing</td>
<td>Alcohol and Music/Dancing</td>
</tr>
<tr>
<td>0-100</td>
<td>0</td>
<td>2</td>
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<tr>
<td>101-200</td>
<td>1</td>
<td>3</td>
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<tr>
<td>201-300</td>
<td>2</td>
<td>3</td>
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<tr>
<td>301-400</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>401-500</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>

1. Safety personnel shall only serve as safety personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Safety personnel will wear a vest, name tag or shirt clearly identifying them as such.
3. Safety personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, remove individuals, and refuse entry.
4. Private events shall be by invitation only and the public shall not be permitted.
Safety will be provided by:

☐ Law Enforcement Entity

Jurisdiction ____________________________________________________________

Name of Officer(s) _____________________________________________________

☐ Off-Duty Trained (CJTC or Equivalent) Law Enforcement Officer(s)

Jurisdiction ____________________________________________________________

Name of Officer(s) _____________________________________________________

Note: Law Enforcement Personnel from an agency other than the Sheriff’s Office, and Off-duty officers may not act in a law enforcement capacity outside of their jurisdiction and will not be in uniform unless they have been commissioned by the Pacific County Sheriff.

☐ Licensed and Bonded Security Company

A copy of the Company’s license must be on file with the County at least two (2) weeks prior to the event.

I hereby acknowledge that I have familiarized myself with Pacific County Facility Use Safety Requirements Application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County will result in immediate revocation of the Facility Use Agreement, closure of the Applicant’s event, forfeiture of the Applicant’s rent and deposit, and may prevent me from future use of County facilities.

Date: 1-31-2018 __________________________________________________________

Signature

Printed Name
ATTACHMENT E

FACILITY USE FEE SCHEDULE

FOR ALL RENTALS:

1. All fees and deposits are required to be submitted with your application.
2. Deposit/cleaning fee is refundable upon inspection and return of keys.
3. All camping/ry fees are subject to sales and lodging tax
4. Consideration for a fee reduction will be given to local nonprofits and fundraisers that directly support our communities and/or citizens. To apply, the applicant must submit a written request to the Board of Pacific County Commissioners and provide a brief explanation of how the proposed event supports our community and/or citizens, along with proof of non-profit status (if applicable).

PACIFIC COUNTY FAIRGROUNDS

WEEKEND RENTAL
Friday set-up no sooner than 4:00p.m., Saturday, Sunday clean-up no later than 1:00p.m.
(includes Gauerke Building and Restrooms) $300.00*
   Damage/Cleaning Deposit $200.00*
   Additional Day $100.00
   Garbage Removal $50.00
*Non-profit group is one-half the fee

DAILY RENTAL Maximum of eight (8) hours
($100 damage/cleaning deposit included)* $200.00*
*Non-profit group is one-half the fee

BY-THE-HOUR RENTAL
(Excluding Gauerke Building)
   1 to 3 hours $50.00 per hour*
      Each Additional hour $25.00 per hour**
*Non-profit group is one-half the fee
**Rate is $15 per hour for non-profit group

HORSE ARENA RENTAL
(includes horse stalls and restrooms) $300.00*
*Non-profit group is one-half the fee

LARGER GROUP RENTAL PACKAGE
(Includes Gauerke Building, Grange Building and Restrooms)
   4 day rental for up to 30 people $400.00*
      Additional day $100.00*
      Additional Fee per person (31 or more people) $10.00 per person
      Garbage Removal $50.00
      Damage/Cleaning Deposit $200.00*
*Non-profit group is one-half the fee
OFF-SEASON CAMPING FEES

Tent Camping
$10 per day
$50 per week

RV Camping with hookups
$20 per day
$100 per week

PACIFIC COUNTY PARKS

CAMP SITE DESCRIPTIONS
There is a maximum of eight (8) people of any age per campsite and two vehicles

(P) Primitive campsite:
Campsite does not include a nearby flush comfort station. Primitive campsites may not have any
amenities of a standard campsite. Sites accessible by motorized/non-motorized vehicles and
water trail camping.

(S) Standard campsite:
A designated campsite served by nearby domestic water, sink waste, garbage disposal and flush
comfort station.

(PU) Partial-utility campsite:
A standard campsite with electricity and may have other utilities available.

<table>
<thead>
<tr>
<th>PARK</th>
<th>P</th>
<th>S</th>
<th>PU</th>
<th>YURT</th>
<th>ADDL VEHICLE</th>
<th>DAY USE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruceport</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$65.00</td>
<td>$10.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Bush Pioneer</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>n/a</td>
<td>$10.00</td>
<td>n/c</td>
</tr>
<tr>
<td>Chinook</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>n/a</td>
<td>$10.00</td>
<td>n/c</td>
</tr>
</tbody>
</table>

*includes covered area

Morehead

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>DAY USE</td>
<td>$50.00</td>
</tr>
<tr>
<td>3-DAYS</td>
<td>$250.00</td>
</tr>
<tr>
<td>CABINS</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

up to eight (8) people per tent/two (2) vehicles

plus $25 cleaning deposit; includes lodge & grounds

plus $100 cleaning deposit; includes lodge & grounds

per night/per person up to 25 people

26+ people requires the rental of a port-a-potty at $75/day

PACIFIC COUNTY COURTHOUSE

There is no fee for use during regular business hours. (Application is still required)
During weekend or non-business hours. Applicant may request a waiver of the fees. Please contact
General Administration 360/875-9334 for additional information.

ROTUNDA RENTAL FEE

Damage/Cleaning Deposit $200

POND AREA

Damage/Cleaning Deposit $250

$100

ATTACHMENT E

FACILITY USE APPLICATION PROCESS

AMENDED VIA RESOLUTION 2017-0110
FOR PACIFIC COUNTY USE ONLY

Fair/Park Manager Review: _______ _______ Approved: Yes ___ No ___

Initials Date

Comments:

______________________________________________________________

______________________________________________________________

Administrative/Risk Review: _______ _______ Approved: Yes ___ No ___

Initials Date

Comments:

______________________________________________________________

______________________________________________________________

Board of Pacific County Commissioners Approval:

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk of the Board Date

Conditions of Approval:

______________________________________________________________

______________________________________________________________

______________________________________________________________
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Nicholson & Assoc Insurance LLC
Roxanne Smith
118 W Pine Street
Centralla, WA 98531
Phone: (360) 736-1234 Email: roxanne@nichinsurance.com

INSURED
Happy Deslery Campout
Marcus Sortie
PO Box 363
Ethel, WA 98542

INSURER AFFORDING COVERAGE

INSURER A:  

INSURER B:  

INSURER C:  

NAIC #: 35378

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER AGREEMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURED</th>
<th>LOCATION LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AY</td>
<td>AY</td>
<td>GENERAL LIABILITY</td>
<td>3DS5480-M1949747</td>
<td>07/27/2018</td>
<td>07/31/2018</td>
<td>EACH OCCURRENCE INCLUDES BODILY INJURY &amp; PROPERTY DAMAGE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED |
|                                               | If yes, describe under SPECIAL PROVISIONS below |

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<tr>
<th>OTHER</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder listed below is named as additional insured per attached CO 20 28 07 04.
Attendance: 75 Event Type: Convention - Outdoor.

CERTIFICATE HOLDER
Pacific County Parks
PO Box 186
South Bend, WA 98586

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATIONS OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Roxanne Smith

© ACORD CORPORATION 1988
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
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<tbody>
<tr>
<td>Pacific County Parks</td>
</tr>
<tr>
<td>PO Box 188</td>
</tr>
<tr>
<td>South Bend, WA 98586</td>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.
Award the Chip Rock Bid No. 2018-01 to Teevin & Fischer Quarry, LLC in the amount of $65,812, subject to adequate budget appropriations.
# 2018-01 CHIP ROCK BID SHEET

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<tr>
<th>Item</th>
<th>Quantities</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Amount</th>
<th>Unit Cost</th>
<th>Amount</th>
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<td>1</td>
<td>1600 tons</td>
<td>North County Site, Willapa Stock Pile</td>
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<td>$42,832.00</td>
<td>$35.00</td>
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<td>2</td>
<td>1000 tons</td>
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<td>$22,980.00</td>
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**TOTAL**  
$65,812.00  
$97,000.00

Teevin & Fischer Quarry  
85029 Hwy 101  
Seaside, OR 97138  

Northwest Rock, Inc.  
642 Newskah Road  
Aberdeen, WA 98520
Memorandum

DATE: February 22, 2018

TO: Board of County Commissioners

FROM: Mike Collins, Director/County Engineer

RE: Award of Contract for North County Chip Rock Bid No. 2018-01 to Teevin & Fischer Quarry, LLC

Pacific County Department of Public Works solicited bids for 1,600 tons of chip rock material, delivered to North County Willapa Stockpile Site. Two (2) bids were received from the solicitation. Please see the attached 2018-01 Chip Rock Bidders Sheet for a rendition of the bids.

This office recommends the purchase of 1600 tons of chip rock material to be delivered to Willapa Stockpile Site by Teevin & Fischer Quarry, LLC in the amount of $42,832.00; bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your consideration.
Approve purchase of a laptop for the Solid Waste Code Enforcement Officer in an amount not to exceed $1,600, subject to adequate budget appropriations.
AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: PACCOM
OFFICIAL NAME & TITLE: Tim Martindale Jr - Director
PHONE / EXT: 3340
SIGNATURE: [Signature]
DATE: 2/12/2018

NARRATIVE OF REQUEST

This request is to extend the previous agreement by 2 years with Melissa Liebert for GIS work for PACCOM. This contract is the exact contract that was previously signed and expired December 31st, 2017. The contract is reimbursable through the contract with the state 911 office. Legal has reviewed this and approved of the contract.

RECOMMENDED MOTION

(Approve the E911 GIS Professional Services Agreement with Melissa Liebert dba Liebert’s Guide Service, subject to receipt of required insurance and adequate budget appropriations)
E911 GIS PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between Pacific County (Pacific County Communications), hereinafter "Client", with its principal place of operation located at 300 Memorial Drive (P.O. Box 27) South Bend, WA. 98586 and Melissa Liebert, dba Liebert's Guide Service, 87722 Lewis & Clark Rd, Astoria, OR 97103 hereinafter; Pacific County E911 GIS Consultant, or “Consultant”.

1. Services to be Performed
   Consultant agrees to perform the services described in Appendix A, which is attached hereto and by this reference made part of this agreement.

2. Payment
   In consideration for the services to be performed by the Consultant as described in Appendix A, Client agrees to pay the Consultant as negotiated, contract rate of $32,000 for two years of work ($16,000 annually), including project maintenance, also including sales tax.

3. Terms of Payment
   $16,000 will be invoiced at the beginning of the calendar year and due within 30 days of receipt of the invoice.

4. Division of Labor
   The Consultant will act as the primary point of contact for the Client. With prior written approval by the Client, the Consultant may sub-contract assistance on any specific task as needed. Any sub-contract will be at the Consultant’s expense. The Client will not be liable for any costs or expenses incurred due to the sub-contract.

5. Expenses/Travel
   The Consultant shall be responsible for any necessary travel expenses incurred while performing services under this Agreement. These expenses will not include travel expenses for attendance at any WA State E911 Advisory or Subcommittee meeting that are currently paid for by the State of Washington. Any travel for which reimbursement is expected shall have prior written approval by the Client.

6. Materials
   The Consultant will furnish all supplies used to provide the services required by this Agreement at no cost to Client.

7. Equipment and Software
   Client shall provide Consultant data necessary to perform services. A detailed inventory form of any equipment assigned will be on record with the Client and amended as necessary. All equipment and/or software provided to the Consultant by the Client will be returned to the Client within 30 days of termination of the Agreement.

8. Public Disclosure
   This Agreement and all public records associated with this Agreement shall be available from the Consultant 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 **Consultant** are needed for the **Client** to respond to a request under the Act, as determined by the **Client**, the **Consultant** agrees to make them promptly available to the **Client**. If the **Consultant** considers any portion of any record provided to the **Client** under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the **Consultant** shall clearly identify any specific information that it claims to be confidential or proprietary. If the **Client** receives a request under the Act to inspect or copy the information so identified by the **Consultant** and the **Client** determines that release of the information is required by the Act or otherwise appropriate, the **Client**'s sole obligations shall be to notify the **Consultant** (a) of the request and (b) of the date that such information will be released to the requester unless the **Consultant** obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the **Consultant** fails to timely obtain a court order enjoining disclosure, the **Client** will release the requested information on the date specified. The **Client** has, and by this section assumes, no obligation on behalf of the **Consultant** to claim any exemption from disclosure under the Act. The **Client** shall not be liable to the **Consultant** for releasing records not clearly identified by the **Consultant** as confidential or proprietary. The **Client** shall not be liable to the **Consultant** for any records that the **Client** releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

A member of the public could request public records from the **Consultant** directly. The **Consultant** agrees to notify **Client** within one (1) business day of any request for public records that include those supplied by **Client**, including the name of the requestor and the documents sought, to allow the **Client** to facilitate the prompt review and supply of the documents.

All Public Records prepared, owned, used or retained in conjunction with this Contract shall be subject to retention in accordance with the Local Government Common Records Retention Schedule (CORE) as published by the WA State Office of the Secretary of State/WA State Archives.

The **Consultant** agrees to indemnify and hold harmless the **Client** from any third-party claims concerning public document requests and fulfillment that arise from **Consultant**'s reckless or negligent release or nonrelease of records.

9. **Term of Agreement**
   This Agreement will become effective when signed by both parties and will terminate when a party to the Agreement terminates this Agreement as provided below, or on December 31, 2019.

10. **Termination for Cause/Suspension**
    In the event that the **Client** determines that the **Consultant** failed to comply with any term or condition of this Agreement, the **Client** may terminate the Agreement in whole or in part upon written notice to the **Client**. Such termination shall be deemed “for cause.” Termination shall take effect on the date specified in the notice.

In the alternative, the **Client** upon written notice may allow the **Consultant** a specific period of time in which to correct the non-compliance. During the corrective-action time period, the **Client** may suspend further payment to the **Consultant** in whole or in part, or may restrict the **Consultant**'s right to perform duties under this
Agreement. Failure by the Consultant to take timely corrective action shall allow the Client to terminate the Agreement upon written notice to the Consultant.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Client determines that the Consultant did not fail to comply with the terms of the Agreement when the Client determines the failure was not caused by the Consultant’s actions or negligence.

If the Agreement is terminated for cause, the Consultant shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

11. Termination for Convenience
   Either Party may terminate this Agreement for Convenience upon thirty (30) business days’ written notice to the other party, the calculation of such period beginning on the second day after mailing. If this Agreement is terminated for convenience, the Client shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

12. Independent GIS Consultant
   The Consultant agrees that it is acting as an independent contractor, and not as an employee of the Client. As such, the Client will not provide any compensation or benefits beyond the compensation described immediately hereinabove. The Consultant hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the Consultant is an employee of the Client.

   The Consultant also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the Client pursuant to this Agreement.
   - The Consultant has the sole authority to control and direct the means, manner and method by which the services required by the Agreement will be performed.
   - Client agrees that the Consultant shall perform the services required by this Agreement, except that with prior written approval by the Client the Consultant may sub-contract at her own expense.
   - At Client's discretion, Client's employees may assist the Consultant with matters requiring data collection or other local coordination or assistance.
   - The Consultant is ineligible to participate in any employee pension, health, vacation pay, sick pay or any other fringe benefit plan offered by Client to Client's employees.

13. Confidentiality
   All records will be confidential and will not be viewed by, or released to anyone other than the Consultant without the expressed permission of the Client.

14. Local, State and Federal Taxes
   The Consultant and any sub-contractor shall pay all use tax, sales tax, income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:
• Withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf.
• Withhold state or federal income tax from Consultant's payments.
• Make any unemployment compensation contributions on Consultant's behalf.

15. Notices
All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

• Pacific County E911 GIS Consultant:
  Melissa Liebert
  87722 Lewis & Clark Rd
  Astoria, OR, 97103
  melissa.liebert@gmail.com

• Client:
  Pacific County Communications
  300 Memorial Avenue/P O Box 27
  South Bend, WA 98586
  Attn: Tim Martindale Jr
  Work: 360-875-9340
  Email: tmartindale@co.pacific.wa.us

Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated above, or when sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

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

Survival of Consultant’s Indemnity Obligations. The Consultant agrees all Consultant’s indemnity obligations shall survive the completion, expiration or termination of this Agreement.

17. Attorney’s Fees
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.

18. Disputes
Differences between the Consultant and the Client, arising under and by virtue of this Agreement, shall be brought to the attention of the Client 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 Consultant shall be decided by the Client’s representative or designee. All rulings, orders, instructions and decisions of the Client’s representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

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

20. Severability
If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the Client determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the Client may, in its sole discretion, terminate this Agreement.

21. Insurance
Without limiting the Consultant’s indemnification of Client, and prior to commencement of this Agreement, Consultant shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the Client.

A) General Liability Insurance. Consultant 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 Agreement Dual liability.

B) Workers’ Compensation Insurance. Consultant 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 Agreement shall be endorsed to waive subrogation against Client, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Client, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The Consultant must name the Client as an additional insured. The Consultant agrees that its liability insurance shall be primary and non-contributory to the Client’s and that Consultant’s liability insurance policy shall so state.

D) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

22. Assignment and Delegation
Neither the Consultant nor Client may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

23. Exclusive Agreement
This document, including Appendix A, is the entire Agreement between the individual Consultant and Client. There shall be no modification unless it is in writing and approved by both parties.

PACIFIC COUNTY
E911 GIS CONSULTANT

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Melissa Liebert Date

Lisa Olsen, Chairperson

APPROVED AS TO FORM

Frank Wolfe, Commissioner

Prosecutor’s Office WSBA #

Lisa Ayers, Commissioner

ATTEST

Marie Guernsey Date

Clerk of the Board
PROFESSIONAL SERVICES AGREEMENT
APPENDIX A

Title: Pacific County E911 GIS Consultant (Consultant)
Reports To: Tim Martindale Jr
Reporting Mechanism: Detailed billing outlining services provided will be submitted monthly.

Primary Responsibilities:

1. Maintains excellent communication with Pacific County Communications Director and other involved parties such as Pacific County Department of Public Works. The Consultant must keep users aware of events affecting the system and policies concerning its use. To accomplish this, the Consultant must demonstrate effective verbal and written communications skills in order to issue written memos, send electronic memos, hold meetings with users, provide training and make presentations to various groups as necessary. Additionally, the Consultant must be willing to be accessible to Pacific County E911 Director at all times in order to fix problems of an emergent nature that may occur at any hour of the day or night.

2. The Consultant will provide professional services to Pacific County Communications to: 1) Develop and maintain a Washington State NG911 compliant data set 2) create a comprehensive site address point layer 3) convert all necessary GIS data into a format compatible with the Spillman CAD mapping through the Spillman Geo-Validation process 4) identify possible training needs for the creation and maintenance of GIS layers and 5) identify possible assistance the county may need in the creation and maintenance of this data. The Consultant will provide final data in standard GIS (ESRI) format and assist with conversion to a format compatible with Spillman CAD mapping through the Spillman Geo-Validation process.

3. Data Maintenance
   The Consultant will act as a liaison with Pacific County MSAG Coordinator and GIS Department to keep the addressing system current.

4. Define Data Entry Standards
   The Consultant will ensure that data follows the Washington State NG911 Data Model Standard. In order to use the full power of mapping and the Spillman Software, all users must enter data consistently. The Consultant will review WA State required data layers in order to identify problematic areas, and take appropriate steps to ensure development of Pacific County data to the Washington State NG911 Data Model Standard.

5. Contact
   The Consultant will act as the main contact point, not only with Pacific County Communications, but also with all outside groups, vendors, agencies, etc. for handling GIS-related inquiries, assistance requests, etc.

6. Policies and Procedures
   Although the GIS software is very powerful and flexible, there will always be additional features that some users would like to see added. Some requested changes
are neither feasible nor advantageous to the majority of GIS users. In these situations, the Client may need to change their procedures. The Consultant will act as a liaison between user agencies when special requests have been made.

7. The Consultant will maintain familiarity with the Standard Operating Procedures and appropriate manuals that provide knowledge of Pacific County Communications Center operations and procedures as such applies to GIS data.

8. Authority
The Consultant, with approval of the Pacific County Communications Director, will set policy and procedures for management of GIS data and applications.
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: Pacific County Sheriff's Office  DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Director  PHONE / EXT: 360-875-9338

SIGNATURE:  

DATE: 02/15/2018

NARRATIVE OF REQUEST

Request authorization to purchase DELL Latitude 14 Rugged 5414 Mobile Data Computer through Emergency Management Performance Grant #E18-072. The quote from Dell provided by Andy Seaman is attached. The cost of the purchase including ancillary equipment and tax is $2412.38. This is an entirely grant funded purchase. The computer being replaced will be utilized in the EOC.

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

Approve purchase of Dell Latitude Mobile Data Computer including ancillary equipment, in amount not to exceed $2,412.38, including sales tax, subject to adequate budget appropriations
**AGENDA REQUEST FORM**

**REQUESTED MEETING DATE:** 2/27/2018

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**Agenda Item #:** 13

Initial: ___________________ Date: ____________

**Subject To Adequate Budget Appropriations:***

**No Action Taken/Withdrawn:***

**Deferred To:***

**Continued To Date:** _________________ **Time:** _________________

**Other:**

**DISTRIBUTION LIST:**

- [ ] RF
- [ ] CF
- [ ] SEA
- [ ] Assessor
- [ ] Auditor
- [ ] Clerk
- [ ] Civil Service
- [ ] OCD
- [ ] 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:** Commissioners Office
- **DIVISION (if applicable):** Boards/Commissions
- **OFFICIAL NAME & TITLE:** Marie Guernsey, Clerk of the Board
- **PHONE / EXT:** ____________
- **SIGNATURE:** [Signature]
- **DATE:** 2/20/2018

**NARRATIVE OF REQUEST**

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

Approve the appointment of Larry Raymer to the Flood Control Advisory Board, effective immediately.
AGENDA REQUEST FORM

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

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Agenda Item #: 14
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.

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<th>DIVISION (if applicable):</th>
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<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
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NARRATIVE OF REQUEST

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

Adopt Resolution No. 2018-_________ in the matter of amending the Pacific County Policy Manual and updating the Personal Property Inventory Procedures Policy

Revised 8/2015

Exhibit A to Contract/Agreement/GrantReview Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-___________

IN THE MATTER OF AMENDING THE PACIFIC COUNTY POLICY MANUAL

WHEREAS, Pacific County is dedicated to protecting the lives of their employees and providing a safe work environment; and

WHEREAS, a policy manual has been created seeking to provide the protection and provision of a safe work environment for all employees; and

WHEREAS, the policy manual needs to be periodically reviewed, modified, and occasionally updated; and

WHEREAS, Chapter 36.32.210 RCW requires the county inventory to be kept in accordance with standards established by the state auditor; and

WHEREAS, the WA State Auditor has provided the Budget, Accounting, and Reporting System (BARS) Manual (Section 3.3 Capital Assets) to govern county inventory; and

WHEREAS, the Pacific County Personal Property Inventory Procedures Policy is need of update to comply with the BARS manual.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that the attached Pacific County Personal Property Inventory Procedures Policy is approved, adopted and shall be effective the 27th day of February, 2018.

PASSED by the Board of Pacific County Commissioners the 27th day of February, 2018, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

_____ 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
1. GOVERNING REGULATIONS AND POLICIES

The inventory of Pacific County’s personal property is governed by Chapter 36.32.210 RCW and the Capital Assets section of the Budget, Accounting, and Reporting System (BARS) Manual (Attachment #1) as provided by the WA State Auditor’s Office.

1. RCW 36.32.210. (Attachment #1)
2. Pacific County Resolution No. 2004-102 (Attachment #2)

2. MAINTAINING ACCURATE PERSONAL PROPERTY INVENTORY RECORDS

A. Purchases/Acquisitions of Capitalized Assets, Equipment or Attractive Items not included in adopted current fiscal year budget

1) Requests to purchase capitalized assets, equipment and/or attractive items shall be submitted on Pacific County’s Inventory Acquisition Form (Attachment #2) to the Board of Pacific County Commissioners for authorization. Capitalized assets are considered those items with a value at or above $5,000 and have a life expectancy of a year or more. Equipment and/or attractive items are considered those items with a value of $500 or more. Attractive items include, but are not limited to computer workstations, power tools, cameras, video cameras, televisions, etc.

2) Upon approval of a purchase request, the Clerk of the Board shall complete the appropriate section of the Inventory Acquisition Form and forward to the requesting office/department.

3) The requesting office/department shall submit it the Inventory Acquisition Form to the Auditor’s Office along with the voucher for payment. This form must be submitted for all capitalized assets of $5,000 or more and equipment and attractive items with a value of $500 or more or more or attractive items, no matter what the value.

4) When submitting a voucher for an attractive item with a value of less than $500 (which does not require the Board’s approval) simply write N/A in the Clerk of the Board’s approval section of the Inventory Acquisition Form, complete the rest of the form and submit it to General Administration.

5) The Auditor’s Office will review the Inventory Acquisition Form as part of voucher processing and, if necessary, shall add any applicable use tax.

6) The completed Inventory Acquisition Form will be forwarded by the Auditor’s Office to the Department of General Administration for posting to the Inventory Management System (IMS).
7) The Department of General Administration shall assign a fixed asset number to all items with a value of $5,000 and above, equipment with a value of $500 or more, and most property defined as an attractive item. General Administration shall provide a fixed asset inventory sticker to the office/department acquiring the new equipment. This sticker shall be visibly placed on the new equipment and will state that the equipment is property of Pacific County and will list the individual fixed asset inventory number.

8) If the desired purchase is subject to a natural monopoly and soliciting/advertising bids would result in only one bid, the purchase would qualify as a ‘sole source’ purchase. Any purchase that qualifies as a ‘sole source’ requires adoption of a formal resolution by the Board of Pacific County Commissioners, in accordance with RCW 39.04.280, prior to purchase. The formal resolution is required to be adopted prior to purchase.

One or more of the following criteria must be met to qualify for a ‘sole source’ purchase:
- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the County has established a standard++
- sole provider of factory-authorized warranty services
- sole provider of goods or services that will meet the specialized needs of the County or perform the intended function
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the County (market price survey, availability, etc. is required)

++Procurement of items for which the County has established a standard by designating a brand or manufacturer or by preapproving via a testing shall be competitively bid if there is more than one vendor of the item

B. Purchases/Acquisitions of Capitalized Assets, Equipment or Attractive Items included in adopted current fiscal year budget

Purchases of items included in the current fiscal year budget may be purchased without prior approval of the Board of Pacific County Commissioners, provided the following procedures are complied with:

1. For items that cost $999 or less, the original Inventory Acquisition Form (Attachment #1) shall be submitted to the Auditor’s Office with the invoice. In the Clerk of the Board’s approval section at the bottom of the form indicate “budgeted item”. A copy of the Inventory Acquisition Form shall be submitted to the Department of General Administration.

2. For items that cost $1,000-$4,999, three bids shall be obtained. Once the best and most responsive bidder is chosen, the original Inventory Acquisition Form (Attachment #1) shall be submitted to the Auditor’s Office with the invoice. In the Clerk of the Board’s approval section at the bottom of the form, check the
box that indicates "budgeted item". A copy of the Inventory Acquisition Form and all three bids shall be submitted to the Department of General Administration.

3. If appropriate, the Department of General Administration will issue a fixed asset inventory sticker to the office/department acquiring the new capitalized assets, equipment and/or attractive items. This sticker shall be visibly placed on the new equipment and will state that the equipment is property of Pacific County and will list the individual fixed asset inventory number.

4. If the desired purchase is subject to a natural monopoly and soliciting/advertising bids would result in only one bid, the purchase would qualify as a 'sole source' purchase. Any purchase that qualifies as a 'sole source' requires adoption of a formal resolution by the Board of Pacific County Commissioners, in accordance with RCW 39.04.280, prior to purchase. The formal resolution is required to be adopted prior to purchase.

One or more of the following criteria must be met to qualify for a 'sole source' purchase:
- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the County has established a standard++
- sole provider of factory-authorized warranty services
- sole provider of goods or services that will meet the specialized needs of the County or perform the intended function
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the County (market price survey, availability, etc. is required)

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++Procurement of items for which the County has established a standard by designating a brand or manufacturer or by preapproving via a testing shall be competitively bid if there is more than one vendor of the item

C. Disposals/Transfers

1. Requests shall be submitted on Pacific County's Inventory Disposal/Transfer Form (Attachment #3.4) to the Board of Pacific County Commissioners for authorization to dispose (surplus, transfer, or sale) of capitalized assets, equipment or attractive items.

2. After Board of Pacific County Commissioners approval, a copy of the completed Inventory Disposal/Transfer Form will be forwarded by the Clerk of the Board to the Department of General Administration for posting to the IMS and to the office/department disposing and/or transferring the inventory item.

3. Items being transferred to another County department/office will be issued a new fixed asset inventory sticker.

4. In accordance with
5. If the department/office wishes to post the item for sale to a private company/website, prior approval is required by the Board of Pacific County Commissioners.

D. Surplus Items

1. When available, department/office shall notify all departments/offices of useable surplus items. A department/office having use for the surplus item may request a transfer of this equipment the item.

2. If no other county departments/offices have need of the surplus items, those items may be given to another government agency, and shall be transferred in accordance with Section 2.C. Disposals/Transfers of this policy.

3. Surplus items not useable by the County, or other governmental agency, shall be disposed of in accordance with Section 2.C. Disposals/Transfers of this policy.

4. If the department/office wish to post the item for sale to a private company/website, prior approval is required by the Board of Pacific County Commissioners.

5. The department disposing or transferring the capitalized assets, equipment or attractive items to another agency shall remove the fixed asset inventory sticker and return it to General Administration.

The Department of Public Works and the Sheriff’s Office will maintain their own inventory but are still required to submit the Inventory Acquisition and the Disposal/Transfer Forms.

3. COMPILATION OF THE COUNTY’S ANNUAL PERSONAL PROPERTY INVENTORY

In accordance with RCW 36.32.210 requires that a county’s inventory of capitalized assets be updated and filed with the County Auditor annually by the first Monday of March. the Commissioners’ shall file with the County Auditor a full and complete inventory of all capitalized assets, equipment $500 or more and attractive items kept in accordance with the Capital Assets section of the Budget, Accounting, and Reporting System (BARS) Manual (Attachment #3) which shall be augmented as provided by the Washington State Auditor.

A. The Department of Public Works and the Sheriff’s Office will prepare an annual inventory of the personal property acquired by or assigned to that department/office. The annual report will be submitted to the Department of General Administration by the 3rd Tuesday of February, March.

B. The Department of General Administration will prepare the annual personal property inventory for the remaining County offices/departments.

1. By the 1st Monday of January March each year, the Department of General Administration will send each office/department, except Department of Public
Works and the Sheriff's Office, a copy of its current inventory from the IMS along with a request that the inventory be verified, updated, and returned by the 3rd. Tuesday of February. If no changes are necessary, the IMS inventory is to be signed and returned.

2. The Department of General Administration will revise the IMS inventory to reflect the changes submitted by various offices/departments. The Department of General Administration will then present the completed inventory, with Department of Public Works and the Sheriff's Office inventory, to the Clerk of the Board of County Commissioners with a memo requesting that the inventory be scheduled for verification by the Board at least one meeting prior to the first Monday of March. April.

4. BOARD'S REVIEW, VERIFICATION AND FILING OF INVENTORY

A. The Board shall review the inventory and make any changes it finds necessary. Once accepted, the Board will adopt a Resolution that states the County Commissioners have examined the inventory endorsed by the various offices/department heads, and find it to be correct and complete. The Resolution will be signed by all Board members, attested to by the Clerk of the Board and filed with the inventory.

B. The Clerk of the Board will present the certified inventory to the County Auditor for filing on or before the first Monday of March. May

5. DISPOSAL OF NON-INVENTORY PROPERTY

If the administrative cost of selling surplus non-inventory property is greater than the sale price of such property, it may be disposed of in accordance with the Washington State Constitution, Article 8 Section 7, which prohibits the gift of any County property to anyone except for the necessary support of the poor and infirm.

A request to dispose of non-inventory surplus property requires approval by the Board of Pacific County Commissioners. The request shall be submitted with evidence that the entity receiving the property meets the definition of supporting the poor and infirm.
RCW 36.32.210

Inventory of county capitalized assets — County commission inventory statement — Filing and public inspection — Penalty — Prosecutions — Taxpayer’s action.

(1) Each board of county commissioners of the several counties of the state of Washington shall, on the first Monday of March of each year, file with the auditor of the county a statement verified by oath showing for the twelve months period ending December 31st of the preceding year, the following:

(a) A full and complete inventory of all capitalized assets shall be kept in accordance with standards established by the state auditor. This inventory shall be segregated to show the following subhead:

(i) The assets, including equipment, on hand, together with a statement of the date when acquired, the amount paid therefor, the estimated life thereof and a sufficient description to fully identify such property;

(ii) All equipment of every kind or nature sold or disposed of in any manner during such preceding twelve months period, together with the name of the purchaser, the amount paid therefor, whether or not the same was sold at public or private sale, the reason for such disposal and a sufficient description to fully identify the same; and

(iii) All the equipment purchased during the period, together with the date of purchase, the amount paid therefor, whether or not the same was bought under competitive bidding, the price paid therefor and the probable life thereof, the reason for making the purchase and a sufficient description to fully identify such property; and

(b) The person to whom such money or any part thereof was paid and why so paid and the date of such payment.

(2) Inventories shall be filed with the county auditor as a public record and shall be open to the inspection of the public.

(3) Any county commissioner failing to file such statement or willfully making any false or incorrect statement therein or aiding or abetting in the making of any false or incorrect statement is guilty of a gross misdemeanor.

(4) It is the duty of the prosecuting attorney of each county to within three days from the calling to his or her attention of any violation to institute proceedings against such offending official and in addition thereto to prosecute appropriate action to remove such commissioner from office.

(5) Any taxpayer of such county is hereby authorized to institute the action in conjunction with or independent of the action of the prosecuting attorney.
3. ACCOUNTING

3.3 Capital Assets
3.3.8 Capital Assets Management

3.3.8.10 Definitions

Capital assets are real and personal property and intangible assets, above a specified value, the government intends to use or keep for more than one year. Capital assets include land and land rights; buildings, their furnishings, fixtures, and furniture; equipment, machinery, vehicles, and tools.

Capitalize means to report an expenditure for real and personal property or intangible assets as a capital outlay. These expenditure transactions are coded to 594 and 595 account codes.

Accountability means the obligation to demonstrate good management of or control over those matters for which the government is responsible.

Capital assets management system is the set of written policies and procedures used to control a government’s capital assets and demonstrate accountability.

Capitalization threshold is a dollar amount set in a formal policy defining when an item with more than one or more years of usefulness will be classified as a capital asset.

Physical inventory is a procedure where the existence of assets on the inventory list is confirmed by physically observing the assets at their location in the field.

3.3.8.20 Reporting Capital Asset Transactions

Cash basis accounting only reports inflows and outflows of cash. When a capital asset is purchased the entire expenditure is recognized in the period when the cash outflow occurs. Because the entire asset cost is reported when it was purchased the reporting of depreciation accounts is not appropriate.

Determination of when a purchased item is classified as a capital asset will depend upon the capitalization policy of the government. Each government should establish a formal policy that includes a capitalization threshold. The amount of the capitalization threshold is up to the government and may vary. Many governments have set their policy at $5,000.

The cash basis financial reporting requirements for capital assets are limited; however, this does not remove the responsibility of the government from its stewardship of public resources. Entities must have policies and procedures in place to track, demonstrate accountability and insure security of their capital assets.

3.3.8.30 General Tracking Requirements

Specific capital asset tracking requirements of the State Auditor's Office are contained on the subsequent pages. In addition, the federal government has issued property management requirements that apply to all governments that receive federal assistance. Each federal agency has published a Federal Agency Implementation of the Common Rule. Excerpts from the Common Rule have been included in this section. Note that these requirements involve broad stewardship responsibilities and specific accounting records.
Establishing Capital Assets Policies

Local governments with capital assets should develop policies and procedures for management of these public resources. At a minimum the policies should be reviewed and approved by the governing body.

The duty to make certain that public property is adequately protected and that its use is properly managed is one of the fundamental responsibilities of government officials. The government has several broad responsibilities with respect to capital assets. The following are items the government must consider when developing policies for tracking and safe guarding their capital assets.

1) **Capitalization Threshold.** Entities must set the dollar amount at which the purchase of an asset with a useful life of more than one year will be classified as a capital asset. The cost of maintaining the information versus the benefit of the information should be evaluated when setting the threshold.

2) **Information.** What information is available and how the government will gather it?

3) **Custody.** The responsibility for custody means having the answers to such questions as:
   a) What property and equipment does this government own?
   b) Where is it?
   c) What condition is it in?
   d) Who is responsible for the asset and is it protected from loss and unauthorized use?

4) **Insurance.** Another major responsibility for capital assets is providing adequate insurance. A capital asset accounting system should provide adequate records to prove any losses. Location, inventory, and maintenance records will confirm that a lost or damaged asset has been in use recently, which will support the validity and timeliness of a theft or damage report.

5) **Maintenance and Repair.** As a steward of public property, a government has the obligation not only to safeguard assets from loss but also to ensure that they are not neglected or wasted.

6) **Planning.** Another general category of responsibility is planning for future asset needs both short and long-term. Here a government needs answers to questions such as:
   a) How well is the government using the facilities and equipment it already has?
   b) Which items must be replaced, when and at what cost?
   c) When will additional facilities or equipment be needed and at what cost?
   d) Which facilities or equipment will not be needed, and what cost reductions in maintenance, insurance, and security will result from liquidating them?

7) **Small and Attractive Assets.** An additional responsibility is to assure that equipment and personal property below the capitalization threshold is also adequately safe guarded from misuse or loss. This will require management to answer questions such as:
   a) What small and attractive property and equipment does this government own?
   b) Where is it?
   c) Is it protected from loss and unauthorized use?
   d) How will it be tracked and monitored?
3.3.8.50 The Capital Asset Tracking System

When a government has capital assets it must establish and maintain a tracking system for them. It may be maintained using either a computerized or manual system. At a minimum it should include the following.

1) The tracking system must adhere to the formal asset policies approved by the governing body.

2) It must contain the following information:
   
   a) Inventory list containing capital assets owned by the government.

   b) Individual information record for each capital asset:

   i. Location of the asset
   ii. Cost of the asset/source of funding (federal grant, etc.)
   iii. Estimated life
   iv. Condition of the asset
   v. Identifying number for the asset
   vi. Disposal – date and method used to determine disposal value

3) Reconciliation of asset records and performance of a physical inventory.

4) Maintain a method with controls over additions and deletions to the capital asset tracking system.

5) Have a method to track changes in custody and assigned responsibility for the assets.

3.3.8.60 Physical Inventory/Reconciliations

All governments should have a method to perform a physical inventory to verify the existence and condition of their capital assets. Policies and procedures governing the taking of regular physical inventories should be documented. These policies should require an inventory or inventories to be taken at a reasonable interval based on the nature of assets, number of assets and extent of decentralization. Policies should also conform to any statutory or regulatory requirements, such as the requirement for counties to annually inventory all capital assets per RCW 36.32.210 or the requirement for all assets over $5,000 per unit purchased with federal grant funds to be inventoried at least once every two years per the OMB Circular A-102 Common Rule. The policy should define the categories or types of assets to be inventoried, the threshold of such assets to be inventoried, state who is responsible for performing the physical inventory or inventories, is responsible for following up on any missing assets and how often the inventory or inventories must take place.

If possible the physical inventory should be conducted by personnel other than those charged with custody of the assets. Discovery of damaged or missing assets should be immediately followed up on and documented. Losses of public resources are required to be reported to our office. The capital assets list and individual asset records should be compared/reconciled. This is to assure the addition of new assets and removal old ones are updated in both sets of records. Reconciliations should be performed at least once per year.
Capital assets purchased with federal funds are subject to federal compliance requirements. The requirements are known as the federal common rule for property management. They apply whether the assets are purchased in whole or in part with federal resources and are in addition to the accountability requirement prescribed by our office. The federal rules are in effect during the time the asset is owned by the government until official disposition has occurred.

All federal agencies administering programs that involve grants issue a common grants management rule (Common Rule). The requirements listed below are the general rules; however, some federal agencies may publish deviations from the Common Rule due to statutory requirements.

1) Real property

   a) **Title.** Subject to the obligations and conditions set forth in this section, title to real property acquired under a grant will vest upon acquisition with the government.

   b) **Use.** Except as otherwise provided by federal statutes, real property will be used for the originally authorized purpose as long as needed for that purpose, and the government will not dispose of or encumber its title.

   c) **Disposition.** When real property is no longer needed for the originally authorized purpose, the government will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

   - **Retention of Title.** Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the costs of the original purchase to the fair market value of the property. However, in those situations where a government is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

   - **Sale of Property.** Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from the sale may offset against the original cost of the property. When a government is directed to sell property, sales procedures will be followed that provide for competition to the extent practicable and result in the highest possible return.

   - **Transfer of Title.** Transfer title to the awarding agency or to a third party designated/approved by the awarding agency. The government will be paid an amount calculated by applying the government's percentage in participation in the purchase of the real property to the current fair market value of the property.
2) Equipment

a) Title. Subject to the obligations and conditions set forth in this section, title to the equipment acquired under a federal grant will vest upon acquisition in the government.

b) Use

- Equipment will be used by the government in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal agency.

- The government will also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use will be given to other programs or projects supported by the awarding agency.

- The government must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted by federal statute.

- When acquiring replacement equipment, the government may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

c) Management Requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with federal grant funds, until disposition takes place will, at a minimum, meet the following requirements:

- Property records must be maintained that include:
  - A description of the property
  - A serial number or other identification number
  - The source of the property
  - Who holds title
  - The acquisition date and cost of the property
  - Percentage of federal participation in the cost of the property
  - The location, use and condition of the property
  - Any ultimate disposition data including the date of disposal and sales price of the property

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
• A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated.

• Adequate maintenance procedures must be developed to keep the property in good condition.

• If the government is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

d) **Disposition.** When original or replacement equipment acquired under a federal grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

• Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

• Items of equipment with a current per-unit fair market value in excess of $5,000 may be retained or sold and the awarding agency will have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

e) **Federal Equipment.** In the event a government is provided federally-owned equipment:

• Title will remain vested in the federal government.

• Governments will manage the equipment in accordance with federal agency rules and procedures, and submit an annual inventory listing.

• When the equipment is no longer needed, the government will request disposition instructions from the federal agency.

f) **Right to Transfer Title.** The federal awarding agency may reserve the right to transfer title to the federal government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers will be subject to the following standards:

• The property will be identified in the grant or otherwise made known to the grantee in writing.

• The federal awarding agency will issue disposition instructions within 120 calendar days after the end of the federal support of the project for which it was acquired. If the federal awarding agency fails to issue disposition instructions within the 120 calendar-day period, the government will follow the proceeding guidelines provided in subsection (d) **Disposition.**
3) Supplies

   a) Title. Title to supplies acquired under a grant will vest, upon acquisition, in the government.

   b) Disposition. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination of completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the government will compensate the awarding agency for its share.

4) Copyrights. The federal awarding agency reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

   a) The copyright in any work developed under a grant; and any rights of a copyright to which a government or a contractor purchases ownership with grant support.
# PACIFIC COUNTY
## INVENTORY ACQUISITION FORM

**DEPARTMENT / OFFICE**

**LOCATION** (i.e. Mary’s Office)

**EQUIPMENT DESCRIPTION**

**MODEL NUMBER**

**SERIAL NUMBER**

**IS THIS A REQUEST TO LEASE EQUIPMENT?**  □ YES  □ NO

(If yes, prior approval is required. Attach the lease to this form and submit with an Agenda Request Form to the Clerk of the Board)

**IS THIS PURCHASE INCLUDED IN THE CURRENT FISCAL YEAR BUDGET?**

□ YES  □ NO

(If yes, follow Section B of the Personal Property Inventory Procedures)

(If no, submit this form with an Agenda Request Form to the Clerk of the Board)

**VENDOR NAME**

**QUANTITY** (List price for each item below and include S&H and sales tax)

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**PURCHASED WITH FEDERAL GRANT?**  □ YES  □ NO

If yes, please provide grant name/number

**DATE ACQUIRED**

BY COMPETITIVE BID  □ YES  □ NO

---

**THIS SECTION TO BE COMPLETED BY THE AUDITOR’S OFFICE**

**FUND NUMBER**

**DEPARTMENT NUMBER**

**WARRANT NUMBER**

**DATE PAID**

---

**THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS’ OFFICE**

Your request to purchase □ / lease □________________________ in the amount of $________________________ was approved by the Board of County Commissioners at their meeting of ____________________________, subject to adequate budget appropriations

□ BUDGETED ITEM

Clerk of the Board/Deputy Clerk of the Board

Revised 2/2018
PACIFIC COUNTY
INVENTORY DISPOSAL / TRANSFER FORM

FIXED ASSET ID NUMBER ____________________________________________

DEPARTMENT/OFFICE______________________________________________

EQUIPMENT DESCRIPTION__________________________________________

MODEL NUMBER __________ SERIAL NUMBER __________

IS THIS EQUIPMENT STILL FUNCTIONING? □ YES □ NO
If yes, has this equipment been offered to other county departments/offices? □ YES □ NO

DISPOSAL

DISPOSAL DATE _________________________________________________

HOW DISPOSED _________________________________________________

REASON FOR DISPOSAL ___________________________________________
If sold, name of purchaser ___________________________ Amount received __________

TRANSFER

TRANSFERRED FROM (Department/Office) ___________________________

TRANSFERRED TO (Department/Office) ______________________________

DATE OF TRANSFER _____________________________________________

THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS' OFFICE

Your request to dispose □ / transfer □ the Fixed Asset Inventory Number _______________ was approved □ / denied □ by the Board of County Commissioners at their meeting of ________________________, in accordance with Pacific County Personal Property Inventory Procedures.

______________________________
Clerk of the Board/Deputy Clerk of the Board

Revised 2/2018
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.
NOTES:

Intent—2014 c 174: See note following RCW 28B.50.902.


Severability—Effective date—1987 c 389: See notes following RCW 41.06.070.