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

Tuesday, March 27, 2018
9:00AM
or as soon thereafter as possible

AGENDA

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

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A)

A) Approve regular meeting minutes of March 13, 2018
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, March 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
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Cheryl Heywood, TRL Executive Director
Jenny Penoyar
Michelle Zilli
Iver Matheson
Susan Carney
Emily Popovich

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; PUD #2 - $64.24, Royal Heights Transfer Station, Inc. - $3,228.12 and City of Raymond - $2,305

Approve regular meeting minutes of February 27, 2018

MEETING CLOSED – 9:04 AM

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

OTHER BUSINESS FOR FILING

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

Tuesday, March 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  

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

PUBLIC HEARING(S) (held in the Commissioners Meeting Room unless otherwise noted)  
10:00AM  Beach Barons Rod Run Assembly Permit

Call to Order

Public Comment (limited to three minutes per person)

YEARS OF SERVICE  
5 Years- Andree Harland (DPW)  
15 Years- Tamra McConahy (SUPERIOR COURT)

CONSENT AGENDA (Items 1-11)  

Department of Community Development  
1)  Approve Amendment No. 8 to Project Number 15-1385P with the State of WA Recreation and Conservation Office; Approve Amendment No. 5 to Project No. 15-1385P regarding Interlocal Agreement with the Conservation District  
2)  Approve disposal of inventory items

Department of Public Works  
3)  Approve Local Agency Agreement Supplement No. 1 with WA State Department of Transportation re: Federal Aid Project Signing Upgrade-2017 County Safety Selections; authorize Chair to sign

Juvenile Court Services  
4)  Approve disposal and transfer of inventory items

Clerk’s Office  
5)  Approve disposal of inventory items

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
Assessor’s Office
6) Approve disposal and transfer of inventory items

Vegetation Management
7) Approve disposal of inventory items
8) Approve hire of temporary Spartina Field Crew members

Boards and Commissions
9) Consider approval of the reappointment of Commissioner Frank Wolfe to another two year term on the Great Rivers Behavioral Health Organization Governing Board

General Business
10) Approve Vendor Claims; Warrants Numbered 141134 thru 141258 in the amount of $259,121.03
11) Approve regular meeting minutes of March 13, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
12) Consider approval of request to advertise for temporary engineering aides for summer construction season
13) Consider approval of request to “piggyback” on Clark County oil bid with Albina Asphalt for CRS-2P oil
14) Consider approval of release of bid bond to Granite Construction regarding Rue Creek Road Resurfacing Project

ITEMS REGARDING COUNTY FAIR
15) Consider approval of 2017-18 Storage Rental Agreement with the American National Red Cross; authorize Chair to sign
16) Consider approval of request to hire William Monohon as Pacific County Fair Manager and approve Employment Agreement

ITEMS REGARDING HEALTH AND HUMAN SERVICES
17) Consider approval of request to post, advertise and hire two vacant Public Health Nurse positions

ITEMS REGARDING AUDITOR’S OFFICE
18) Consider approval of request to purchase new printer

ITEMS REGARDING TREASURER’S OFFICE
19) Consider approval of Intermitent Family Medical Leave for a qualifying event and authorize Leave Credit Transfers

ITEMS REGARDING BOARDS AND COMMISSIONS
20) Consider adoption of Resolution 2018-____ establishing Veterans Advisory Board Rules of Procedures

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
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 GENERAL BUSINESS

21) Consider approval of Federal Lands Access Program Match Agreement with the U.S. Department of Transportation Federal Highway Administration regarding the Willapa National Wildlife Refuge Bicycle/Pedestrian Trail; authorize Chair to sign

22) Consider approval of Local and Community Projects Program Grant #18-966016-124 for the North Cove Erosion Control and approve release of RFP/RFQ to perform services related to this grant; authorize Chair to sign

23) Consider adoption of Resolution 2018-____ regarding certification of FY2017 inventory

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

25) Consider approval of Assembly Permit Application for the Rod Run to the End of the World submitted by the Beach Baron’s Car Club
# Years of Service Report

**March 2018**

<table>
<thead>
<tr>
<th>Total Years of Service</th>
<th>5</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date of Hire</th>
<th>Calculation Date</th>
<th>ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andree Harland</td>
<td>3/1/2013</td>
<td>3/1/2013</td>
<td>HARLA</td>
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<table>
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<tr>
<th>Total Years of Service</th>
<th>15</th>
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</table>

<table>
<thead>
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<th>Employee Name</th>
<th>Date of Hire</th>
<th>Calculation Date</th>
<th>ID Number</th>
</tr>
</thead>
</table>

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Wednesday, March 14, 2018 - ok per Alex - KB

C: Lisa
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Subject to adequate budget appropriations
☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: ☐ TIME:

☐ OTHER:

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ PACCOM ☐ Superior Court

☐ CF ☐ Auditor ☐ PCEMA ☐ PC Fair ☐ Treasurer

☐ SEA ☐ Clerk ☐ Health ☐ Prosecutor ☐ Veg Mgmt

☐ Civil Service ☐ Juvenile ☐ SDC ☐ WSU Ext.

☐ DCD ☐ NDC ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD

DIVISION (if applicable): Planning

OFFICIAL NAME & TITLE: Shawn Humphreys, Deputy Director

PHONE / EXT: 875-9356

SIGNATURE:

DATE: 3/12/2018

NARRATIVE OF REQUEST

The Department requests that the Board approve amendment No. 8 to project No. 15-1385P with the Recreation and Conservation Office (RCO). This work is focused on restoration and maintaining salmon recovery. This amendment will add $15,000.00 in lead entity capacity funding. This work is performed by the Conservation District through an interagency agreement with the County.

The Department requests that the Board approve amendment #5 to the interlocal agreement with the Conservation District to add $15,000 to Project No. 15-1385P.

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

Approve Amendment No. 8 to Project Number 15-1385P with the State of WA Recreation and Conservation Office, authorize Chair to sign; Approve Amendment No. 5 to Project No. 15-1385P regarding Interlocal Agreement with the Conservation District, subject to adequate budget appropriations as supplement may be required.
Name of Contractor: Washington State Recreation and Conservation Office


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

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

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

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

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

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

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

**To be located at:**

**Exceptions to Bidding (Please provide appropriate documentation):**

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

*Resolution Required

**PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”):**

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

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

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

**TOTAL COST/AMOUNT (include sales & use tax):** $15,000.00

**TOTAL TAX:**

**TOTAL SHIPPING/HANDLING:**

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

**EXPENDITURE BUDGETED?**

- Yes
- No

**Will supplemental be required?**

- Yes
- No

**IN-KIND MATCH REQUIRED?**

- Yes
- No

**DESCRIBE MATCH:**

**MATCHING FUNDS REQUIRED?**

- Yes
- No

**AMOUNT OF MATCHING FUNDS:**

Revised 2/2015

Exhibit A to Resolution No. 2010-013
Amendment to Project Agreement

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

Project Number: 15-1385P
Amendment Number: 8

Amendment Type:
Cost Change

Amendment Description:
This amendment adds $15,000 in lead entity capacity funding, following the January 2018 approval of the 2017-19 capital budget, to support work through June 2018.

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

<table>
<thead>
<tr>
<th></th>
<th>Old Amount</th>
<th></th>
<th></th>
<th>New Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>%</td>
<td></td>
<td>Amount</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>RCO - SALMON-LE FED</td>
<td>$99,369.00</td>
<td>62.24%</td>
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<td>$84,369.00</td>
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<td>$90,289.00</td>
<td>51.69%</td>
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<td>Project Sponsor</td>
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<td></td>
<td>$0.00</td>
<td>0.00%</td>
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<tr>
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<td></td>
<td>$174,658.00</td>
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<td></td>
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<td>0.00%</td>
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<td></td>
<td>$0.00</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>

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

State Of Washington
Recreation and Conservation Office

BY: [Signature]
Kaleen Cottingham

TITLE: Director
DATE: 3/2/18

Pre-approved as to form:
BY: [Signature]
Assistant Attorney General

AGENCY: ______________________
BY: ______________________

TITLE: ______________________
DATE: ______________________

RCW 77.85, WAC 420
Amendment Agreement Description

Project Sponsor: Pacific County
Project Title: Pacific County Lead Entity 2015-2017
Project Number: 15-1385 P
Amendment Number: 8

Agreement Description

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

This grant will result in the Pacific County Lead Entity bringing the most suitable projects in Watershed Resource Inventory Area 24 to the Salmon Recovery Funding Board for the consideration in the 2015-17 grant rounds and the first half of the 2018 grant round. Watershed Resource Inventory Area 24 encompasses the drainages south of the Pacific-Grays Harbor county line near Grayland, south to the mouth of the Columbia River, and several minor drainages in the Columbia River west of Knappton. Most of this area drains into Willapa Bay with the largest watersheds being the Naselle, Willapa, and North rivers.

The Pacific County Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.
Amendment Eligible Scope Activities

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

Project Number: 15-1385
Project Type: Planning
Amendment #: 8

Planning Metrics

Worksite #1, Lead Entity Base Grant
Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast ESU, Chum Salmon-Pacific Coast ESU, Coho Salmon-Southwest Washington ESU, Steelhead-Southwest Washington/Washington Coast DPS 815131.0
None
1318.00

Area Encompassed (acres) (B.0.b.1):
Targeted species (non-ESU species):
Miles of Stream and/or Shoreline Affected (B.0.b.2):

Restoration Planning And Coordination Project
Evaluation/analysis of restoration plans and projects (B.1.b.9)
Project Identified in a Plan or Watershed Assessment (B.1.b.9.a):

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

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

Support to local entities or agencies (B.1.b.6)
Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

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

Description of the Plan (B.1.b.6.b):
INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District
Amendment #5 (Lead Entity)

WHEREAS, the interagency agreement between Pacific County and the Pacific Conservation District, effective the 22nd day of December, 2015, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, the Pacific Conservation District has made significant progress in providing the contractual services and products identified within the Agreement, and has, due to good management of resources, performed required tasks; and

WHEREAS, the amendment to the Interagency Agreement will enhance the services provided to the County, to the betterment of the residents of Pacific County;

NOW, THEREFORE, the following Amendment shall replace Section 2 of the original agreement:

2. PAYMENT. The County agrees to reimburse the District for eligible costs not to exceed $174,658 to perform the services from the time period of July 1, 2015, through June 30, 2018. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

The total amount paid by the County to the District shall not exceed the amount the County receives from the Recreation and Conservation Office (RCO), minus the County's administrative costs, if applicable. If a payment to the District exceeds the amount received by the County, the next payment will reflect the deduction.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This ____ day of ________ 2018.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

______________________________  ________________________________
LISA OLSEN, CHAIR               CHAIR

______________________________  ________________________________
FRANK WOLFE, COMMISSIONER        DATE

______________________________  ________________________________
LISA AYERS, COMMISSIONER

ATTEST:

______________________________  ________________________________
MARIE GUERNSEY, CLERK OF THE BOARD  DATE
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

☑ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☑ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: ☐ TIME:

☐ OTHER:

Agenda Item #: 2

Initial: __________________ Date: __________________

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

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ 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: General Administration for DCD

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant

PHONE / EXT: 3339

SIGNATURE: Kelli D. Buchanan

DATE: 3/6/18

NARRATIVE OF REQUEST

Confirmed attached inventory disposals of fixed assets #2752, #2797, #2826 & #3287 for Department of Community Development. These disposals will be reflected on 2017 inventory.

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

Approve disposal of inventory items to be reflected on 2017 inventory

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
PACIFIC COUNTY - INVENTORY DISPOSAL TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 2752 DEPT/OFFICE: DCD
EQUIPMENT DESCRIPTION: Computer Workstation - SB Extra LOCATION: Courthouse Annex
MODEL NUMBER: SERIAL NUMBER: 9FY101

IS THIS EQUIPMENT STILL FUNCTIONING? ☒ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☒ NO

DISPOSAL

DISPOSAL DATE: 2017 HOW DISPOSED: DISPOSED BY COMPUTER SERVICES
REASON FOR DISPOSAL: OUTDATED

IF SOLD, AMOUNT RECEIVED: N/A NAME OF PURCHASER: N/A

TRANSFER

TRANSFER DATE:

TRANSFERRED FROM (DEPT/OFFICE): TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form
if equipment will no longer be considered property of the County)
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc. where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use
by another department?
Date Disposed: The date the EOC approved disposal of this equipment
How Disposed: Surplused, discarded, traded-in, transferred to another department, etc.
Amount Rec'd: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount
received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific
County Commissioners at its meeting held on ________________ 20__ in accordance with Pacific County Personal
Property Inventory Procedures.

(2017 Inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
# PACIFIC COUNTY - INVENTORY DISPOSAL TRANSFER FORM

**ATTACHMENT #4**

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<tr>
<th>FIXED ASSET ID NUMBER:</th>
<th>2797</th>
<th>DEPT/OFFICE:</th>
<th>DCD</th>
</tr>
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<tbody>
<tr>
<td>EQUIPMENT DESCRIPTION:</td>
<td>Computer Workstation - LB Counter</td>
<td>LOCATION:</td>
<td>South County Admin Facility, LB</td>
</tr>
<tr>
<td>MODEL NUMBER:</td>
<td></td>
<td>SERIAL NUMBER:</td>
<td>BXT9F1</td>
</tr>
<tr>
<td>IS THIS EQUIPMENT STILL FUNCTIONING?</td>
<td>□ YES</td>
<td>□ NO</td>
<td></td>
</tr>
<tr>
<td>HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?</td>
<td>□ YES</td>
<td>□ NO</td>
<td></td>
</tr>
</tbody>
</table>

## DISPOSAL

**DISPOSAL DATE:** 2017  
**HOW DISPOSED:** DISPOSED BY COMPUTER SERVICES  
**REASON FOR DISPOSAL:** OUTDATED  
**IF SOLD, AMOUNT RECEIVED:** N/A  
**NAME OF PURCHASER:** N/A

## TRANSFER

**TRANSFER DATE:**  
**TRANSFERRED FROM (DEPT/OFFICE):**  
**TO (DEPT/OFFICE):**  

To assist you in completing this form, the following is a breakdown of the information required in each section:

- **Fixed Asset #:** Record the number from the Pacific County property sticker. (Please return property sticker with this form)
- **Equipment:** Describe the equipment as it is listed on your current inventory.
- **Department:** Name of your office/department.
- **Location:** List the building, office, etc. where this equipment is located.
- **Model #:** Complete this section for equipment having model numbers.
- **Serial #:** Complete this section for equipment having serial numbers.
- **Functional:** Is this equipment functioning well enough to be used?
- **Other Dept:** Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- **Date Disposed:** The date the BOC approved disposal of this equipment
- **How Disposed:** Surplus, discarded, traded-in, transferred to another department, etc.
- **Amount Rec’d:** Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- **Purchaser:** If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- **Why Disposed:** Outdated, nonfunctional, replaced, etc.

Your request to [ □ ] dispose [ ] transfer the above referenced inventory item was [ ] approved [ ] denied by the Board of Pacific County Commissioners at its meeting held on [ ] in accordance with Pacific County Personal Property Inventory Procedures.

(2017 inventory)  

Clerk of the Board

---

**THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.**

revised 1/2012
**PACIFIC COUNTY - INVENTORY DISPOSAL TRANSFER FORM**  
ATTACHMENT #4

<table>
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<th>DEPT/OFFICE:</th>
<th>DCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT DESCRIPTION:</td>
<td>Camera, Digital Canon Powershot</td>
<td>LOCATION:</td>
<td>South County Admin Facility, LB</td>
</tr>
<tr>
<td>MODEL NUMBER:</td>
<td></td>
<td>SERIAL NUMBER:</td>
<td>4424200447</td>
</tr>
</tbody>
</table>

**IS THIS EQUIPMENT STILL FUNCTIONING?**  
- [ ] YES  
- [x] NO

**HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?**  
- [ ] YES  
- [x] NO

**DISPOSAL**

**DISPOSAL DATE:** 02/27/2018  
**HOW DISPOSED:** Discarded

**REASON FOR DISPOSAL:** No longer functioning

**IF SOLD, AMOUNT RECEIVED:** N/A  
**NAME OF PURCHASER:** N/A

**TRANSFER**

**TRANSFER DATE:** N/A

**TRANSFERRED FROM (DEPT/OFFICE):** N/A  
**TO (DEPT/OFFICE):** N/A

To assist you in completing this form, the following is a breakdown of the information required in each section:
- **Fixed Asset #:** Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- **Equipment:** Describe the equipment as it is listed on your current inventory.
- **Department:** Name of your office/department.
- **Location:** List the building, office, etc where this equipment is located.
- **Model #:** Complete this section for equipment having model numbers.
- **Serial #:** Complete this section for equipment having serial numbers.
- **Functional:** Is this equipment functioning well enough to be used?
- **Other Dept:** Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- **Date Disposed:** The date the BOCC approved disposal of this equipment.
- **How Disposed:** Surplus, discarded, traded-in, transferred to another department, etc.
- **Amount Rec'd:** Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- **Purchaser:** If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- **Why Disposed:** Outdated, nonfunctional, replaced, etc.

Your request to [ ] dispose [ ] transfer the above referenced inventory item was [ ] approved [ ] denied by the Board of Pacific County Commissioners at its meeting held on ________________, 20__, in accordance with Pacific County Personal Property Inventory Procedures.

(2017 Inventory)  
Clerk of the Board

**THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.**

revised 1/2012
# Pacific County - Inventory Disposal Transfer Form

**Attachment #4**

<table>
<thead>
<tr>
<th>Fixed Asset ID Number: 3287</th>
<th>DEPT/OFFICE: DCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Description: Computer Workstation, OptiPlex 755</td>
<td>Location: South County Admin Facility, LB</td>
</tr>
<tr>
<td>Model Number:</td>
<td>Serial Number: G69W9G1</td>
</tr>
</tbody>
</table>

**Is this equipment still functioning?** ☒ NO

**Has the equipment been offered to other county departments/offices?** ☒ NO

## Disposal

**Disposal Date:** 2017  
**How Disposed:** DISPOSED BY COMPUTER SERVICES

**Reason for Disposal:** OUTDATED

**If Sold, Amount Received:** N/A  
**Name of Purchaser:** N/A

## Transfer

**Transfer Date:**

**Transferred From (DEPT/OFFICE):**  
**To (DEPT/OFFICE):**

---

To assist you in completing this form, the following is a breakdown of the information required in each section:

- **Fixed Asset #:** Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- **Equipment:** Describe the equipment as it is listed on your current inventory.
- **Department:** Name of your office/department.
- **Location:** List the building, office, etc. where this equipment is located.
- **Model #:** Complete this section for equipment having model numbers.
- **Serial #:** Complete this section for equipment having serial numbers.
- **Functional:** Is this equipment functioning well enough to be used?
- **Reason for disposal:** Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?
- **Date Disposed:** The date the BOCC approved disposal of this equipment.
- **How Disposed:** Surplused, discarded, traded-in, transferred to another department, etc.
- **Amount Rec'd:** Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- **Purchaser:** If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- **Why Disposed:** Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on __________, 2017 in accordance with Pacific County Personal Property Inventory Procedures.

(2017 Inventory)  
Clerk of the Board

---

This form must accompany all requests to the Board for disposal/transfer of equipment.
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>Agenda Item#: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

BOCC ACTION:  
☐ APPROVED  ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO:  

☐ CONTINUED TO DATE:  

☐ 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: General Administration for Clerk, DCD & Juvenile  DIVISION (if applicable): 

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant  PHONE / EXT: 

SIGNATURE:  

DATE: 3/15/18

NARRATIVE OF REQUEST

Confirm the following inventory transfer and disposals (to be reflected on 2018 inventory):

Clerk - Disposals for fixed assets #3021, #3022, & #3024  
Community Development - Disposal for fixed asset #3290  
Juvenile Court Services - Transfer for fixed asset #3095 & disposal for fixed asset #3097

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

Approve disposal of inventory items to be reflected on 2018 inventory

Revised 8/2015  
Exhibit A to Contract/Agreement/Grant Review Policy  
Page 1
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3290 DEPT/OFFICE: DCD
EQUIPMENT DESCRIPTION: Computer Workstation, Dell OptiPlex 755 LOCATION: South County Admin Facility, LB
MODEL NUMBER: SERIAL NUMBER: FXCT9F1

IS THIS EQUIPMENT STILL FUNCTIONING? ☐ YES ☒ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☒ NO

DISPOSAL

DISPOSAL DATE: 2018 HOW DISPOSED: Disposed by Computer Services
REASON FOR DISPOSAL: No longer
IF SOLD, AMOUNT RECEIVED: N/A NAME OF PURCHASER: N/A

TRANSFER

TRANSFER DATE: __________________________ TO (DEPT/OFFICE): __________________________
TRANSFERRED FROM (DEPT/OFFICE): __________________________

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
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Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on __________________________, 20__ in accordance with Pacific County Personal Property Inventory Procedures.

(2018 Inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
Board of Pacific County Commissioners  
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA  
98586 Phone 360/875.9337 * Fax 360/875.9335

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

REQUESTED MEETING DATE:  
3/27/2018

AGENDA REQUEST FORM

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

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

<table>
<thead>
<tr>
<th>Initial:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Review</th>
<th>☐ Clerk of the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Risk Mgmt</td>
<td></td>
</tr>
<tr>
<td>☐ Legal Required</td>
<td></td>
</tr>
</tbody>
</table>

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works  
DIVISION (if applicable): |

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

SIGNATURE:  

DATE: 3-21-18

NARRATIVE OF REQUEST

Attached for execution is Local Agency Agreement Supplement No. 1 of construction funds for Federal Aid Project Signing Upgrade - 2017 County Safety Selections.

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

Approve Local Agency Agreement Supplement No. 1 with WA State Department of Transportation re: Federal Aid Project Signing Upgrade-2017 County Safety Selections, authorize Chair to sign
Local Agency Agreement Supplement

Agency
County of Pacific

Supplement Number 1

Federal Aid Project Number HSIP-000S(475) Agreement Number LA-9254 CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 2/22/2018. All provisions in the basic agreement remain in effect except as modified by this supplement. The change to the agreement are as follows:

**Project Description**

Name Signing Upgrade - 2017 County Safety Selections Length Misc.

Termini Misc.

**Description of Work** ☐ No Change

Placement of high intensity signing with metal posts at various locations. Pacific County completed a comprehensive review of roadway signing and identified needed signing on the following roadways; Sid Snyder, Pioneer, Cranberry, 227th, I, 30th & Joe Johns

**Reason for Supplement**

Request construction funds

Are you claiming indirect cost rate? ☑ Yes ☐ No

Project Agreement End Date 12/31/2019

Does this change require additional Right of Way or Easements? ☑ Yes ☐ No Advertisement Date: 5/2018

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE 90 %</td>
<td>a. Agency 7,000.00</td>
<td>7,000.00</td>
<td>700.00</td>
<td>6,300.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Other 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>c. Other 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratio for PE</td>
<td>d. State 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Total PE Cost Estimate (a+b+c+d) 7,000.00</td>
<td>0.00</td>
<td>7,000.00</td>
<td>700.00</td>
<td>6,300.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td>f. Agency 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. Other 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>h. Other 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratio for RW</td>
<td>i. State 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>j. Total RW Cost Estimate (f+g+h+i) 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Construction 100 %</td>
<td>k. Contract 145,000.00</td>
<td>145,000.00</td>
<td>0.00</td>
<td>145,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>l. Other 0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>m. Other 0.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ratio for CN</td>
<td>n. Other 0.00</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o. Agency 4,000.00</td>
<td>4,000.00</td>
<td>4,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>p. State 1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>q. Total CN Cost Estimate (k+m+n+o) 4,000.00</td>
<td>0.00</td>
<td>150,000.00</td>
<td>150,000.00</td>
<td>150,000.00</td>
</tr>
<tr>
<td></td>
<td>r. Total Project Cost Estimate (a+i+j+o) 7,000.00</td>
<td>150,000.00</td>
<td>157,000.00</td>
<td>700.00</td>
<td>156,300.00</td>
</tr>
</tbody>
</table>

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By
Title

**Washington State Department of Transportation**

By
Director, Local Program
Date Executed

DOT Form 140-041
Revised 05/2015
Page 1
VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your project’s Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
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: General Administration for Clerk, DCD & Juvenile

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant

SIGNATURE: __________________________ DATE: 3/15/18

NARRATIVE OF REQUEST

Confirm the following inventory transfer and disposals (to be reflected on 2018 inventory):

Clerk - Disposals for fixed assets #3021, #3022 & #3024
Community Development - Disposal for fixed asset #3290
Juvenile Court Services - Transfer for fixed asset #3095 & disposal for fixed asset #3097

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

Approve disposal and transfer of inventory items to be reflected on 2018 inventory

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3095
DEPT/OFFICE: Juvenile Court Services

EQUIPMENT DESCRIPTION: Computer Workstation, Dell OptiPlex - Jim
LOCATION: Courthouse

MODEL NUMBER: OptiPlex 980
SERIAL NUMBER: 670P9P1

IS THIS EQUIPMENT STILL FUNCTIONING? ☑ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☑ YES ☐ NO

DISPOSAL

DISPOSAL DATE: ___________________________ HOW DISPOSED: ___________________________
REASON FOR DISPOSAL: ___________________________
IF SOLD, AMOUNT RECEIVED: ___________________________ NAME OF PURCHASER: ___________________________

TRANSFER

TRANSFER DATE: 2017

TRANSFERRED FROM (DEPT/OFFICE): Juvenile Court Services TO (DEPT/OFFICE): DPW Computer Services

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)

Equipment: Describe the equipment as it is listed on your current inventory.

Department: Name of your office/department.

Location: List the building, office, etc. where this equipment is located.

Model #: Complete this section for equipment having model numbers.

Serial #: Complete this section for equipment having serial numbers.

Functional: Is this equipment functioning well enough to be used?

Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus equipment for possible use by another department?

Date Disposed: The date the BOCC approved disposal of this equipment

How Disposed: Surplus, discarded, traded-in, transferred to another department, etc

Amount Rec’d: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.

Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.

Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☑ dispose ☑ transfer the above referenced inventory item was ☐ approved ☑ denied by the Board of Pacific County Commissioners at its meeting held on 20____ in accordance with Pacific County Personal Property Inventory Procedures.

______________________________
Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3097
DEPT/OFFICE: Juvenile Court Services

EQUIPMENT DESCRIPTION: Copy Machine - LB Office
LOCATION: Courthouse

MODEL NUMBER: KM 3035
SERIAL NUMBER: AJK3102602

IS THIS EQUIPMENT STILL FUNCTIONING? ☒ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☒ YES ☐ NO

DISPOSAL

DISPOSAL DATE: Unknown
HOW DISPOSED: In Storage - LB
REASON FOR DISPOSAL: Not Functioning

IF SOLD, AMOUNT RECEIVED: __________
NAME OF PURCHASER: __________

TRANSFER

TRANSFER DATE: __________

TRANSFERRED FROM (DEPT/OFFICE): __________
TO (DEPT/OFFICE): __________

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
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Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec’d: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on ______________, 20__ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
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>
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</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
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</tr>
<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td>□ CONTINUED TO DATE:</td>
<td>TIME:</td>
<td></td>
</tr>
<tr>
<td>□ OTHER:</td>
<td></td>
<td></td>
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</tbody>
</table>

DISTRIBUTION LIST:

<table>
<thead>
<tr>
<th>RF</th>
<th>Assessor</th>
<th>DPW</th>
<th>NDC</th>
<th>Superior Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>CF</td>
<td>Auditor</td>
<td>EMA</td>
<td>PACCOM</td>
<td>Treasurer</td>
</tr>
<tr>
<td>SEA</td>
<td>Clerk</td>
<td>Fair</td>
<td>Prosecutor</td>
<td>Veg Mgmt</td>
</tr>
<tr>
<td></td>
<td>Civil Service</td>
<td>Health</td>
<td>SDC</td>
<td>WSU Ext.</td>
</tr>
<tr>
<td></td>
<td>DCD</td>
<td>Juvenile</td>
<td>Sheriff</td>
<td>Other</td>
</tr>
</tbody>
</table>

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration for Clerk, DCD & Juvenile
DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant
PHONE / EXT:

SIGNATURE: Kelli D. Buchanan
DATE: 3/15/18

NARRATIVE OF REQUEST

Confirm the following inventory transfer and disposals (to be reflected on 2018 inventory):

- Clerk - Disposals for fixed assets #3021, #3022 & #3024
- Community Development - Disposal for fixed asset #3290
- Juvenile Court Services - Transfer for fixed asset #3095 & disposal for fixed asset #3097

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

Approve disposal of inventory items to be reflected on 2018 inventory list
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3021                      DEPT/OFFICE: Pacific County Clerk
EQUIPMENT DESCRIPTION: Computer Workstation       LOCATION: Clerks Office-South Bend
MODEL NUMBER:                                      SERIAL NUMBER: GG3DZK1

IS THIS EQUIPMENT STILL FUNCTIONING?  ☑ YES  ☒ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?  ☑ YES  ☒ NO

DISPOSAL

DISPOSAL DATE: 02/28/2017
HOW DISPOSED: Taken by Computer Services
REASON FOR DISPOSAL: Upgraded Workstations
IF SOLD, AMOUNT RECEIVED: ___________________________ NAME OF PURCHASER: ___________________________

TRANSFER

TRANSFER DATE: ___________________________
TRANSFERRED FROM (DEPT/OFFICE): ___________________________ TO (DEPT/OFFICE): ___________________________

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc, where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec’d: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☑ dispose ☐ transfer the above referenced inventory item was ☐ approved ☑ denied by the Board of Pacific County Commissioners at its meeting held on _________, 2018 in accordance with Pacific County Property Inventory Procedures.

(2018 inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3022
DEPT/OFFICE: Pacific County Clerk
EQUIPMENT DESCRIPTION: Computer Workstation
LOCATION: Clerks Office-South Bend
MODEL NUMBER: 
SERIAL NUMBER: GWKYHK1

IS THIS EQUIPMENT STILL FUNCTIONING? ☒ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☐ NO

DISPOSAL

DISPOSAL DATE: 02/28/2017
HOW DISPOSED: Taken by Computer Services
REASON FOR DISPOSAL: Upgraded Workstations
IF SOLD, AMOUNT RECEIVED: 
NAME OF PURCHASER: 

TRANSFER

TRANSFER DATE: 
TRANSFERRED FROM (DEPT/OFFICE): 
TO (DEPT/OFFICE): 

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc., where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplus, discarded, traded-in, transferred to another department, etc.
Amount Rec’d: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on ____________ 20__ in accordance with Pacific County Personal Property Inventory Procedures.
(2018 Inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3024
DEPT/OFFICE: Pacific County Clerk
EQUIPMENT DESCRIPTION: Computer Workstation
LOCATION: Clerks Office-South Bend
MODEL NUMBER: SERIAL NUMBER: GWKXHK1

IS THIS EQUIPMENT STILL FUNCTIONING? □ YES ☒ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? □ YES ☒ NO

DISPOSAL

DISPOSAL DATE: 02/28/2017
HOW DISPOSED: Taken by Computer Services
REASON FOR DISPOSAL: Upgraded Workstations
IF SOLD, AMOUNT RECEIVED: NAME OF PURCHASER:

TRANSFER

TRANSFER DATE: 
TRANSFERRED FROM (DEPT/OFFICE): 
TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form
if equipment will no longer be considered property of the County.)
Equipment: Describe the equipment as it is listed on your current inventory.
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Location: List the building, office, etc., where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use
by another department?
Date Disposed: The date the BOC approved disposal of this equipment
How Disposed: Surplused, discarded, traded-in, transferred to another department, etc.
Amount Rec’d: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount
received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose □ transfer the above referenced inventory item was □ approved □ denied by the Board of Pacific
County Commissioners at its meeting held on ________________ , 20__ in accordance with Pacific County Personal
Property Inventory Procedures.

(2018 inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration for Assessor
DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant
PHONE / EXT: 3339

SIGNATURE: Kelli D. Buchanan
DATE: 3/6/18

NARRATIVE OF REQUEST
Confirmed attached inventory transfer of fixed asset #3105, and disposal of fixed asset #2977 for the Assessor's Office. These changes will be reflected on 2017 inventory.

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

Approve disposal and transfer of inventory items to be reflected on 2017 inventory.
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3105
DEPT/OFFICE: ASSESSOR'S OFFICE

EQUIPMENT DESCRIPTION: COMPUTER LAPTOP, THINKPAD X220T
LOCATION: SOUTH BEND, COURTHOUSE

MODEL NUMBER: X220T
SERIAL NUMBER: R9FQRM

IS THIS EQUIPMENT STILL FUNCTIONING? ☑ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☑ NO

DISPOSAL

DISPOSAL DATE:_____________________________ HOW DISPOSED:_____________________________
REASON FOR DISPOSAL:_____________________________
IF SOLD, AMOUNT RECEIVED:_________________________ NAME OF PURCHASER:_________________________

TRANSFER

TRANSFER DATE: 12/1/2017
TRANSFERRED FROM (DEPT/OFFICE): ASSESSOR'S OFFICE
TO (DEPT/OFFICE): COMPUTER SERVICES

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)

Equipment: Describe the equipment as it is listed on your current inventory.

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Location: List the building, office, etc, where this equipment is located.

Model #: Complete this section for equipment having model numbers.

Serial #: Complete this section for equipment having serial numbers.

Functional: Is this equipment functioning well enough to be used?

Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?

Date Disposed: The date the BOCC approved disposal of this equipment

How Disposed: Surplused, discarded, traded-in, transferred to another department, etc

Amount Rec'd: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.

Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.

Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☑ dispose ☐ transfer the above referenced inventory item was ☐ approved ☑ denied by the Board of Pacific County Commissioners at its meeting held on ________________ 20__, in accordance with Pacific County Personal Property Inventory Procedures.

(2017 inventory) Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 2977
DEPT/OFFICE: ASSESSOR'S OFFICE
EQUIPMENT DESCRIPTION: PRINTER, HP LASERJET P4515X
LOCATION: COURTHOUSE, SOUTH BEND
MODEL NUMBER: P4515X
SERIAL NUMBER: CNDY428032

IS THIS EQUIPMENT STILL FUNCTIONING? ☒ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☒ NO

DISPOSAL

DISPOSAL DATE: 1/1/2017
HOW DISPOSED: GARBAGE
REASON FOR DISPOSAL: NO LONGER FUNCTIONING & DUE TO AGE COMP SERV SAID IT ISN'T WORTH MONEY TO FIX
IF SOLD, AMOUNT RECEIVED: 
NAME OF PURCHASER: 

TRANSFER

TRANSFER DATE: 
TRANSFERRED FROM (DEPT/OFFICE): 
TO (DEPT/OFFICE): 

To assist you in completing this form, the following is a breakdown of the information required in each section:

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How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☒ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _________________, 20__ in accordance with Pacific County Personal Property Inventory Procedures.
(2017 Inventory) 

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.
AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration for Vegetation Mgmt
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant
PHONE / EXT: 3339

SIGNATURE: [Signature]
DATE: 3/6/18

NARRATIVE OF REQUEST
Confirmed attached inventory disposal of fixed asset #1533 for Vegetation Management. This spray system was dismantled and disposed in 2016, but an inventory disposal wasn't completed at that time. Therefore, this disposal will be reflected on 2017 inventory.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve disposal of inventory items to be reflected on 2017 inventory
**PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM**

<table>
<thead>
<tr>
<th>FIXED ASSET ID NUMBER: 1533</th>
<th>DEPT/OFFICE: Vegetation Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT DESCRIPTION: Spray system, flatbed mounted</td>
<td>LOCATION: 410 Quincy Street South Bend, WA</td>
</tr>
<tr>
<td>MODEL NUMBER:</td>
<td>SERIAL NUMBER:</td>
</tr>
<tr>
<td>IS THIS EQUIPMENT STILL FUNCTIONING?</td>
<td>YES</td>
</tr>
</tbody>
</table>

**DISPOSAL**

<table>
<thead>
<tr>
<th>DISPOSAL DATE: 7/1/2016</th>
<th>HOW DISPOSED: Dismantled, parts recycled, remainder disposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>REASON FOR DISPOSAL: Obsolete/non-functional/safety hazard</td>
<td>IF SOLD, AMOUNT RECEIVED: N/A</td>
</tr>
<tr>
<td></td>
<td>NAME OF PURCHASER: N/A</td>
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</tbody>
</table>

**TRANSFER**

<table>
<thead>
<tr>
<th>TRANSFER DATE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSFERRED FROM (DEPT/OFFICE):</td>
<td>TO (DEPT/OFFICE):</td>
</tr>
</tbody>
</table>

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- **Other Dept:** Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- **Date Disposed:** The date the BOCC approved disposal of this equipment.
- **How Disposed:** Surplused, discarded, traded-in, transferred to another department, etc
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- **Purchaser:** If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- **Why Disposed:** Outdated, nonfunctional, replaced, etc.

Your request to ☒ dispose ☐ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on ___________ , 20__ in accordance with Pacific County Personal Property Inventory Procedures.

(2017 Inventory) Clerk of the Board

**THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.**

revised 1/2012
Approve the hire of Spartina Field Crew, Richard Mark, effective May 1, 2018 at a rate of $18/hour; Cody Buchanan, Seth Flemetis, and Marcos Mendoza all a rate of $16/hour (start date to be determined), subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #: 9
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  □ Vog Mgmt
□ ClvService  □ 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: Commissioners Office  DIVISION (if applicable): Bds/Coms

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

SIGNATURE: ____________________ DATE: 3/21/2018

NARRATIVE OF REQUEST:


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

Approve the reappointment of Commissioner Frank Wolfe to another two year term on the Great Rivers Behavioral Health Organization Governing Board

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
COUNTY OF PACIFIC  
VOUCHER APPROVAL TRANSMITTAL  
VENDOR CLAIMS  

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

As of this date, March 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

141134 thru 141258 $ 259,121.03

Warrants Dated: March 16, 2018

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]

Auditor/Deputy Auditor

ATTEST:

[Signature]

Clerk of the Board

__________________________  
Chairman

__________________________  
Commissioner

__________________________  
Commissioner

RECEIVED  
PACIFIC COUNTY  

MAR 16 2018  
GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS
9:00 AM 1216 W Robert Bush Drive
Tuesday, March 13, 2018 South Bend, Washington

CALLED TO ORDER – 9:04 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
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Cheryl Heywood, TRL Executive Director
Jenny Penoyar
Michelle Zilli
Iver Matheson
Susan Carney
Emily Popovich

PUBLIC COMMENT

Cheryl Heywood, Timberland Regional Library Executive Director introduced local Library Managers and provided the State of the Library Address.

CONSENT AGENDA (Items 1-6)

Commissioner Wolfe requested item #1 be removed from the Consent Agenda for separate action of the Board.

CONSENT AGENDA (Items 2-6)

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

Superior Court

Confirm transfer of Microsoft Surface Pro 2 from Superior Court to Computer Services
Boards and Commissions

Approve the reappointment of Open Space Advisory Board members, Ned Newman, Don Hatton, Jim Goulter, Bob Rose and Malcolm McPhail

General Business

Approve February, 2018 payroll; total employees: 178; total payroll: $756,343.33

Approve Vendor Claims; Warrants Numbered 140926 thru 140974 in the amount of $104,032.36

Approve regular meeting minutes of February 27, 2018

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Amendment #3 to the Professional Services Contract with Peninsula Sanitation Services, Inc. for Recycling Drop Box Service, subject to updated language (Clerk of the Board noted the language in the amendment has been updated)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve the 2018 Chinook Park Maintenance and Operation Contract with Port of Chinook, effective May 1, 2018, subject to receipt of required insurance

Approve the Willapa Hills State Park Road Easement Agreement #E646007PAC1 with State of WA Parks and Recreation Commission and authorize Chair to sign, subject to adequate budget appropriations

Approve the Digital Submittal Certification of Traffic Law Enforcement Certification 2017, Annual Certification 2017, and Fish Passage Barrier Removal Certification 2017 reports to the County Road Administration Board and authorize Chair to sign

Approve Access Permit for three (3) years with Hancock Timberland X Inc. for use of gated road to access Holy Cross Communication Tower site and authorize County Engineer to sign
ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve the Contract with McDonald Consulting to assist with updating the Strategic Plan, subject to receipt of required insurance adequate budget appropriations

Approve lease with Aberdeen Office of a Sharp MX 5050V copier in the amount of $173.80, plus copy charges, subject to adequate budget appropriations

Approve the Community Health Plan of Washington Provider Agreement to bill additional contracted insurance companies and authorize Director to sign

Approve Participation Agreement with United Healthcare to bill for services and authorize Director to sign

ITEMS REGARDING SHERIFF’S OFFICE

Consider approval of Intergovernmental Agreement #LE: MLE1029 with WA State Parks and Recreation Commission to enhance the performance of boating safety and education services; authorize Sheriff to sign - DEFERRED

Consider approval of Federal Financial Assistance Grant with WA State Parks and Recreation Commission for the Vessel Registration Fees and Federal Financial Assistance; authorize Sheriff to sign - DEFERRED

ITEMS REGARDING GENERAL BUSINESS

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

Confirm Memorandum of Understanding with Teamsters Local 252 Commissioned and Non-Commissioned regarding the new state sick leave laws

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve purchase of plate compactor from United Rentals in the amount of $12,644.01, including tax, subject to adequate budget appropriations (Other bids received from Sunbelt Rentals in the amount of $13,447.63 and from Pape in the amount of $15,550)

Approve continuation of Cash Bond from Port Blakely Tree Farms pertaining to Road Haul Permit No. 2018-6
Approve continuation of Cash Bond from Sierra Pacific pertaining to Road Haul Permit No. 2018-10

ITEMS REGARDING GENERAL BUSINESS

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

Approve Vendor Claims, Warrants Numbered 140975 thru 141133 in the amount of $237,230.23, subject to adequate budget appropriations

Approve change order with JBK Builders in the amount of $26,981.77, pertaining to the courthouse basement remodel project, subject to adequate budget appropriations

EXECUTIVE SESSION – None held

MEETING CLOSED – 11:49 AM

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

Copy of letter dated February 20, 2018, from Superior Court Judge Doug Goelz to Sheriff Scott Johnson pertaining to protection orders.

Notice of Liquor License Applicate dated February 23, 2018, from WA State Liquor and Cannabis Board for the Shelburne Hotel.

Copy of Veteran’s Relief Voucher No. 2018-05 for Frederick Ingman in the amount of $511.49.


Copy of out of class pay (lag payroll) for Brandi Keightley and Alexandra Russell for the month of February, 2018.

Email dated March 8, 2018, from Ardell McPhail regarding history of flood control.

Letter dated March 8, 2018, from the Ocean Park Area Chamber of Commerce regarding their 36th Annual Northwest Garlic Festival and not meeting the requirements of Assembly Ordinance No. 35B.
Approve request to advertise and hire for temporary engineering aides for summer construction season in accordance with Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

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

DISTRIBUTION LIST:
[ ] RF  [ ] Assessor  [ ] DPW  [ ] PACCOM  [ ] Superior Court
[ ] CF  [ ] Auditor  [ ] PCEMA  [ ] PC Fair  [ ] Treasurer
[ ] SEA  [ ] Clerk  [ ] Health  [ ] Prosecutor  [ ] Veg Mgmt
[ ] Civil Service  [ ] Juvenile  [ ] SDC  [ ] Sheriff  [ ] Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: 

DATE: 3-21-18

NARRATIVE OF REQUEST

Request to piggyback CRS2P oil bid through Clark County from Albina Asphalt. This is a continuation bid and prices remain the same. Backup documentation included is; letter from Albina approving piggyback, and the letter from Albina to Clark County extending Bid No. 2637. This piggyback was approved at the 3/28/17 BOCC meeting and also the 4/25/16 BOCC meeting. Documents presented at that time included; the Invitation to Bid, the Specifications, the affidavit of Publishing, the Bid Tabulation Sheet, the Recommendation to Clark County BOCC, the Notice of Award along with the Intergovernmental Agreement.

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

Approve request to "piggyback" on Clark County contract with Albina Asphalt for CRS-2P oil, subject to adequate budget appropriations.
Name of Contractor: Clark County piggyback with Albina Asphalt

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
Emulsified Oil Clark County Bid No. 2637

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

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

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

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

Equipment, Materials, & Supplies (RCW 36.23):
- ☐ < $5,000 (attach 3 bids)
- ☐ $5,000-$25,000 (use small works roster)
- ☐ >$25,000 (competitive bids)

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):
- ☐ Insurance/Bonds
- ☐ Emergency Event (Purchases/Public Works)
- ☐ Single ( Sole) Source Purchase*
- ☐ Special Facilities/Market Conditions

*Resolution Required

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

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

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

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
the bid prices were extended, the BOCC approved at the 4/26/16 meeting and again at the 3/28/17 meeting.

TOTAL COST/AMOUNT (include sales & use tax): $369.50 per ton

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 104 XXX.XX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

Revised 2/2015

Exhibit A to Resolution No. 2010-013
March 19, 2018

Karen Bannish
Pacific County

Re: Clark County 2018 Asphalt Emulsion Bid

Dear Karen:

The offer to purchase products off the Clark County 2018 Asphalt Emulsion Bid is acceptable to Albina. We do not anticipate a problem supplying the CRS-2P for the 2018 season.

We look forward to doing business with Pacific County for the 2018 season. If you have any other questions please give me a call at 360-816-8072

Sincerely
Ken VanDaam
Albina Asphalt
March 8, 2018

Albina Asphalt
801 Main Street
Vancouver, WA 98660

Dear Mr. VanDaam:

It is the intention of Clark County to extend the existing contract with Albina Asphalt to provide Annual Emulsified Oil, Group’s 1 & 3, as provided in the specifications of Bid #2637 beginning April 2018 through April 2019.

All terms and conditions will remain the same unless a change request is submitted. If requesting a change, please sign the letter and reply within 14 days and include justification. A letter of acceptance will be returned once Clark County accepts your justification.

We have been pleased with your service and are looking forward to working with you for another year.

Your signature indicates acceptance of this extension. You should consider this letter a formal extension for one year.

Sincerely,

Priscilla Ricci C.P.P.B.
Senior Buyer

Approval Signature

Date

Change request included
By checking the change request, this extension will not be executed until the changes are accepted by Clark County.

cc: Carl Oman
File
AGENDA REQUEST FORM

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

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<th>Agenda Item #:</th>
<th>14</th>
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AGENDA ITEM REQUEST

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

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

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

SIGNATURE: Michael Collins  DATE: 3/13/2018

NARRATIVE OF REQUEST

Having received the final releases from the Department of Revenue, the Department of Employment Security and Labor and Industries the Rue Creek Road Resurfacing Project MP 2.01 to MP 3.38 is complete. Please release the Contract Payment Bond No. 06670455 provided by Granite Construction and accepted in the April 25, 2017 meeting to DPW to hold for the warranty period.

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

Approve release of Granite Construction's Bid Bond No. 06670455 regarding the completion of Rue Creek Road Resurfacing Project MP 2.01 to MP 3.38
AGENDA REQUEST FORM

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

Agenda Item#: 15

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: Dept of Public Works  Division (if applicable): Fair

Official Name & Title: Dotsi Graves, Fair Manager  Phone / Ext: Ext 2288

Signature: ____________________________  Date: March 19, 2018

Narrative of Request

The Fair requests Board approval and signature of the Pacific County 2017-18 Storage Rental Agreement with The American National Red Cross.

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

Approve the 2017-18 Storage Rental Agreement with The American National Red Cross, authorize Chair to sign

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
PACIFIC COUNTY FAIRGROUNDS
2017-18 STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ______ day of ______, 2012 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and

(RENTER)

THE AMERICAN NATIONAL RED CROSS, a corporation under the laws of the United States
Print Name

360-487-0661 – John Burke
Contact Phone #

5109 NE 92ND AVE      VANCOUVER      WA      98662
Mailing Address      City      State      ZIP

(LANDLORD/OWNER)
PACIFIC COUNTY
Print Name

DOTSI GRAVES, Fair Manager       360-875-9300 Ext 2288       360-942-8930
24-Hour Point of Contact      Work No.      Cell No.

VEHICLE/EQUIPMENT BEING STORED: See attached Addendum for Trailer specifications and items stored inside

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM
   The term of this Rental Agreement shall commence on October 1, 2017 and shall end on September 30, 2018.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline).

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES
RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER’s needs.
9. ACCESS TO PREMISES
A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
LANDLORD agrees not to charge RENTER an fee in recognition of the services provided by the Red Cross to the community.

11. LIABILITY INSURANCE
A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

12. CASUALTY
In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenantable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of RENTER, RENTER’s licensees or invitees.
13. DEFAULT
The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD’s option, take any of the following actions:

A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.

B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.

C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

14. ATTORNEY’S FEES
In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney’s fees as may be determined by the court.

15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.
17. SERVERABILITY
In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

THE AMERICAN NATIONAL RED CROSS

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

CHAIRMAN

DATE
AGENDA REQUEST FORM

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

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Agenda Item #: 16

Initial: Date:

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN
☐ DEFERRED TO: __________________

☐ CONTINUED TO DATE: __________________

☐ OTHER: ___________________________

TIME: __________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works
DIVISION (if applicable): Fair

OFFICIAL NAME & TITLE: Dots Graves
PHONE / EXT:

SIGNATURE: _________________________
DATE: 3/21/18

NARRATIVE OF REQUEST

The Fair requests approval for the hiring of William H. Monohon as Fair Manager and execution of Contract. Subject to adequate budget appropriations.

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

Approve Fair Manager Employment Agreement with William Monohon, effective April 1, 2018 to December 31, 2018, subject to adequate budget appropriations.
EMPLOYMENT AGREEMENT
PACIFIC COUNTY FAIR – FAIR MANAGER

THIS AGREEMENT, made and entered into by, and between the Board of Pacific County Commissioners ("BOCC") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and WILLIAM H. MONOHON ("FAIR MANAGER"), PO Box 202, Menlo, WA 98561, is subject to the terms and conditions set forth herein:

I. DUTIES AND RESPONSIBILITIES

Though more specifically described in the job description attached hereto and made a part hereof by this reference, the FAIR MANAGER is generally being employed to plan, organize, lead and administer all activities of the Pacific County Fair in accordance with State Laws and the County Regulations and By-laws adopted by BOCC and/or FAIR ADVISORY BOARD. He shall positively promote, manage and administer the Fair and other events utilizing the Fairgrounds facilities, and ensure the effective and efficient use of agency personnel, funds, material, and time.

The FAIR MANAGER realizes and accepts the fact that he is responsible to and works in cooperation with the FAIR ADVISORY BOARD and that he or she serves "at the pleasure of" the BOCC, with his or her activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations. It is understood that the FAIR MANAGER may possibly have to make unpopular decisions to protect the public’s safety and welfare, which may benefit some while negatively affecting others. It is further understood that, as a public servant, the FAIR MANAGER is vulnerable to criticisms, whether justified or not. The FAIR ADVISORY BOARD and BOCC agree to exercise patience and to reserve judgment until the facts are known, and will take steps to protect the FAIR MANAGER’s professional status when confronted with disparaging accusations.

II. HOURS OF WORK

The parties understand and agree that this position is considered part time and exempt from both the provisions of the Federal Fair Labor Standards Act (FLSA) and collective bargaining. It often requires the incumbent to work before and beyond scheduled business hours, occasionally on weekends and holidays, and during the month of August.

It is further understood and agreed that the FAIR MANAGER will not accrue the annual (vacation) or medical (sick) leaves some other COUNTY employees accrue pursuant to labor agreement or personnel policy; however, so long as the duties are performed satisfactorily, he or she may be absent for vacations and medical reasons, including caring for immediate family members.

III. COMPENSATION

For the services rendered pursuant to this agreement the COUNTY will provide the FAIR MANAGER with a monthly salary of THREE HUNDRED DOLLARS ($300) for the months of January through June and October through December and TWO THOUSAND DOLLARS ($2,000) for the months July-September. Annual salary reviews will take place as part of the COUNTY’s normal budget process. The FAIR MANAGER’s salary will be paid at the same time and in the same manner as the COUNTY's non-represented employees are paid to them.

IV. FRINGE BENEFITS

The FAIR MANAGER is entitled to limited benefits. These benefits include regular employer contributions to Social Security (FICA/OASI), industrial insurance/medical aid and unemployment insurance.

V. OTHER CONDITIONS

The parties agree that the need exists to participate in professional organizations, keep abreast of professional developments, maintain contacts, and attend meetings. The COUNTY will pay, within budget constraints, the membership dues for the Washington State Fair Association (WSFA). The COUNTY will also pay, within budget constraints the FAIR MANAGER’s registration fees and reasonable travel expenses for attendance at various WSFA conferences, meetings and training sessions.
The FAIR MANAGER is required to maintain a private vehicle in good working condition, for use while performing the necessary functions of this employment. The FAIR MANAGER will be reimbursed in the same manner and to the same extent as the COUNTY’s non-represented employees would be reimbursed for the use of their vehicles. The FAIR MANAGER shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this contract and any extension(s), and shall provide proof of such to the COUNTY upon request.

The COUNTY will furnish the FAIR MANAGER with suitable work/office space at the Pacific County Fairgrounds and necessary supplies and equipment.

VI. TERM/TERMINATION

This agreement will become effective April 1, 2018, and will continue in full force and effect through December 31, 2018 both dates inclusive. In the event either party desires to terminate or modify the provisions of this agreement, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of two (2) months prior to the expiration date, or this agreement will be extended one (1) additional year. Nothing contained herein shall prevent the parties from amending this agreement by mutual written consent. This provision will not prevent, limit or otherwise interfere with the BOCC’s right to terminate the FAIR MANAGER’s services or the FAIR MANAGER’s right to resign from employment with the COUNTY.

If the FAIR MANAGER desires to voluntarily resign, he shall furnish written notice at least two (2) months prior to the date he intends to separate from employment.

If the FAIR MANAGER is found guilty of a crime, the COUNTY may, within its discretion, terminate this contract without compensating payment to the FAIR MANAGER. The BOCC or their agent must personally serve or send by certified mail, return receipt requested, written notice to the FAIR MANAGER, setting forth with specificity, the grounds for the termination at least thirty (30) days before the effective termination date. This notice provision does not limit the authority of the BOCC to temporarily suspend the FAIR MANAGER or to relieve him from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the action(s).

VII. SAVINGS AND SEVERABILITY

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

VIII. NON-DELEGATION

The services to be furnished under the terms of this Agreement shall be performed by the FAIR MANAGER personally and shall not be delegated or subcontracted in whole or in part without the express written consent of the BOCC.

IX. LEGAL RELATIONS, INDEMNIFICATION and INSURANCE

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortious conduct of the FAIR MANAGER while performing or in good faith purporting to perform his/her official duties to the same extent as if he were a private person or corporation. Whenever an action or proceeding for damages is brought against the FAIR MANAGER, his beneficiary or heirs arising from acts or omissions while performing his official duties, he/she may request the COUNTY to authorize the defense of the action or proceeding at the expense of the COUNTY. If the COUNTY, in accordance with Resolution 2009-044, finds that the acts or omissions of the FAIR MANAGER were, or in good faith purported to be, within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment, including punitive damages, against the FAIR MANAGER, his beneficiary or heirs shall be paid on approval of the BOCC, or by an approval procedure created by resolution of the BOCC.
If the BOCC and the FAIR MANAGER disagree as to whether the COUNTY should authorize the defense of an action or proceeding at the COUNTY’s expense or whether the COUNTY should pay any resulting monetary judgment, the dispute shall be submitted to arbitration as set forth in Article XII - DISPUTES.

The COUNTY will maintain continuously for the term of the Agreement, at its own expense, professional liability insurance or self-insurance, for the services and activities provided by the FAIR MANAGER.

X. SOLICITATION OF CONTRACT

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

XI. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

The FAIR MANAGER agrees that all advertisements, official communications, systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this Agreement shall be “work for hire” and belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

XII. PUBLIC RECORDS

The Fair Manager understands that being a public official involves the state public records act, Chapter 42.56 RCW. This means that all physical communication (e.g.: letters, emails, reports) could be subject to a public records request, including all official communications on the Fair Manager’s private computer or phone. Consequently, the Fair Manager must work with the County IT department to save and possibly to release such messages for public record requests. The Fair Manager agrees to make such records available to the County promptly upon request. Also, any request by a member of the public to the Fair Manager for a copy of a physical communication, no matter how informal, is a public records request. The Fair Manager agrees either to personally fulfill the request or to seek help from the County’s public records officer.

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

William H. Monohon

Lisa Olsen, Chairman

APPROVED AS TO FORM:

Prosecutor’ Office

Frank Wolfe, Commissioner

ATTEST:

Clerk of the Board

Lisa Ayers, Commissioner
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: Health

OFFICIAL NAME & TITLE: Mary P Gøelz, Director

DIVISION (if applicable):

PHONE / EXT: 2844

SIGNATURE: ________________________

DATE: 3/21/18

NARRATIVE OF REQUEST

Request the Board approve the health department to post, advertise and hire two Public Health Nurse positions. Both Positions are a 0.8 FTE and will be a Grade 14, Step 1.

Both positions are included in the approved 2018 budget so no supplemental will be required.

RECOMMENDED MOTION 

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

Acknowledge the end of employment without successful completion of probation with Jeniene Mercer effective March 16, 2018, accept resignation of Amber Bunker effective April 26, 2018, and approve request to post, advertise and hire two vacant Public Health Nurse positions in accordance with Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations.

Revised 8/2015

Exhibit A to Contract / Agreement / Grant Review Policy
Approve purchase of HP laserjet printer for A/P and payroll in an amount not to exceed $2,000, and note a supplemental will be required.
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></td>
</tr>
<tr>
<td>Continued to date:</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

Agenda Item #: 19

Initial: __________________ Date: __________________

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Treasurer

OFFICIAL NAME & TITLE: Shelly Flemetis

SIGNATURE: __________________ DATE: 03/21/2018

NARRATIVE OF REQUEST

Please approve request for FMLA for an employee in the office for intermittent leave for six months starting 03/01/2018. Also please allow the office to request for donated time.

Thank you

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

Approve Intermittent Family Medical Leave for a qualifying event and authorize Leave Credit Transfers with an assigned expiration date of September 1, 2018

Revised 8/2015

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

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

BOCC ACTION: □ APPROVED  □ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: _______________________

☐ CONTINUED TO DATE: _______________________

☐ OTHER: _______________________

Initial: _______________________

Date: _______________________

Review:

☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court

☐ CF  ☐ Auditor  ☐ EMA  ☐ PACOM  ☐ 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: General Administration

DIVISION (if applicable): Veterans

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 x3334

SIGNATURE: _______________________

DATE: 3/23/2018

NARRATIVE OF REQUEST

At the March 21, 2018 meeting of the Veterans’ Advisory Board, the members have recommended and request the adoption of the proposed Rules of Procedure as attached.

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

Adopt Resolution 2018-____ re-establishing the Veterans Advisory Board Rules of Procedure and rescinding previous versions

Revised 8/2015
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-___________

IN THE MATTER OF RE-ESTABLISHING PACIFIC COUNTY VETERANS
ADVISORY BOARD RULES OF PROCEDURE AND RESCINDING PREVIOUS
RULES OF PROCEDURE

WHEREAS, the Pacific County Veterans’ Advisory Board shall, in accordance with Chapter
73.08.035 RCW, advise the county legislative authority on the needs of local indigent veterans,
the resources available to local indigent veterans, and programs that could benefit the needs of
local indigent veterans and their families; and

WHEREAS, there is a need to provide guidance to the Veterans Advisory Board meetings; and

WHEREAS, the attached Rules of Procedure will provide the necessary guidance to the
Veterans Advisory Board; and

THEREFORE, IT IS HEREBY RESOLVED that the Pacific County Veterans Advisory
Board Rules of Procedure attached to this Resolution are hereby adopted and any previous rules
of procedure are hereby repealed.

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

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chairman

________________________________________
Frank Wolfe, Commissioner

ATTEST

________________________________________
Lisa Ayers, Commissioner

________________________________________
Marie Guernsey, Clerk of the Board
PACIFIC COUNTY
VETERANS ADVISORY BOARD

Rules of Procedure

WE, THE MEMBERS of the Veterans Advisory Board, Pacific County, State of Washington, do hereby adopt, publish, and declare the following rules of procedure:

1. Name and Membership.

The official name shall be "Pacific County Veterans Advisory Board". The Board shall consist of five (5) regular members and two alternates.

2. Purpose.

The Pacific County Veterans’ Advisory Board shall, in accordance with Chapter 73.08.035 RCW, advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families;

3. Meetings.

Regular meetings shall be held at 10:30 A.M. on the third Wednesday every three months and shall be open to the public.

Special meetings may be called by the Chairman. Written notice shall be given to all members and the newspapers not less than twenty-four hours in advance.

If no matters over which the Veterans Advisory Board has authority are pending upon its calendar, a meeting may be cancelled.

4. Election of Officers.

Officers of the Veterans Advisory Board shall consist of a Chairman and Vice Chairman from its members.

The election of officers shall take place once each year on the occasion of the first regular meeting of each calendar year. Terms of office of each officer shall run until the subsequent election. If an officer ceases to be a member of the Veterans Advisory Board, a new election shall take place for the unexpired term at the next regular meeting, provided that a quorum is present.

5. Chairman.

The Chairman shall preside over the meetings of the Veterans Advisory Board and may exercise all the powers usually incident to the office. The Chairman shall have his/her own vote recorded in all deliberations of the Veterans Advisory Board.

The Vice Chairman shall, in the absence of the Chairman, perform all the duties of the Chairman. The Chairman and Vice Chairman, both being absent, the members present
may elect for the meeting, a temporary Chairman who shall have full powers of the Chairman during the absence of the Chairman and Vice Chairman.

6. Quorum.

Three (3) members of the Veterans Advisory Board shall constitute a quorum for the transaction of business. Any action taken by a majority of Board members at any regular or special meeting of the Veterans Advisory Board, when those present constitute a quorum, shall be valid. However, any amendment(s) to these rules of procedure must be approved by three (3) regular Board members.

7. Removal of Members.

Any member of the Veterans Advisory Board may be removed by the Board of County Commissioners for any cause.

In the event a regular member is absent for three (3) consecutive meetings, without a valid and justifiable reason, the Board of County Commissioners shall be notified of the absences.

8. Agenda.

An agenda shall be prepared for each meeting and a copy delivered to each member at least four (4) days prior to the meeting and shall consist of the following order of business:

a. Call to Order
b. Pledge of Allegiance
c. Introductions of Board Members and/or Staff Members
d. Minutes of the previous meeting
e. Old Business
f. New Business
g. Other Business not on the Agenda
h. Close Meeting


The rules of procedure may be amended at any regular or special meeting of the Veterans Advisory Board by a majority vote, provided that at least three regular members vote in support of the amendment(s). Such new rules of procedure will take effect at the first meeting following the adoption of the new procedural rules.
### 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
- CF
- SEA
- Assessor
- Auditor
- Clerk
- Civil Service
- DCD
- DPW
- EMA
- Fair
- Health
- Juvenile
- NDC
- PACCOM
- Prosecutor
- SDC
- Sheriff
- Superior Court
- Treasurer
- Veg Mgmt
- WSU Ext.
- Other

---

### AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** General Administration

**DIVISION (if applicable):** FLAP Trails Project

**OFFICIAL NAME & TITLE:** Kathy Spoor, CAO

**PHONE / EXT:**

**SIGNATURE:** Kathy Spoor

**DATE:** 3/19/2018

**NARRATIVE OF REQUEST**

Attached for your consideration is a Federal Lands Access Program (FLAP) Match Agreement to prepare a planning study to create a bicycle/pedestrian path connecting Willapa National Wildlife Refuge to Lewis and Clark National Historic Park and vehicle turn lanes from Sandridge Road to 95th street to allow safe access to the planned Refuge Visitor Center.

This agreement documents the County’s INTENT to meet its match requirement which is listed as $10,000 in-kind. The final commitment and details regarding what is included or as match will come in the form of a project MOU if one the final project has been funded.

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

Move to approve Federal Lands Access Program Match Agreement regarding the Willapa National Wildlife Refuge Bicycle/Pedestrian Trail and authorize the Chair to sign.
Name of Contractor: US DOT-Federal Highway Administration

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Federal Lands Access Program Match Agreement WA PACIFIC 2010(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 3 bids)  ☐ $5,000-$25,000 (use small works roster)  ☐ >$25,000 (competitive bids)

Services / Leases:  ☐ Architectural & Engineering  ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer)  ☐ Lease (Real)  
☐ Telecomm & Data Processing  ☑ Other (Describe): intent to provide in-kind match-FLAP proj

**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 BUDGETED?**  ☐ Yes  ☑ No  ☐ SUPPLEMENTAL REQUIRED?  ☐ Yes  ☑ No

**IN-KIND MATCH REQUIRED?**  ☑ Yes  ☐ No  
DESCRIBE MATCH: either roads or trails

**MATCHING FUNDS REQUIRED?**  ☐ Yes  ☐ No  ☐ AMOUNT OF MATCHING FUNDS: $10,000

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

Page 2
State: Washington

Project Number/Name: WA PACIFIC 2016(1), Willapa NWR Bicycle/Pedestrian Trail

Parties to this Agreement:
U.S. Department of Transportation Federal Highway Administration
Western Federal Lands Highway Division, FHWA and Pacific County

Purpose of Agreement:
The purpose of this agreement is to document the intent of Pacific County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to prepare a planning study to create a bicycle/pedestrian path connecting Willapa National Wildlife Refuge to Lewis and Clark National Historic Park and vehicle turn lane(s) from Sandridge Road to 95th Street to allow safe access to the planned Refuge Visitor Center. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

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

Funding:
The Federal Lands Access Program (FLAP) under Fixing America’s Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Washington, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming under the Washington State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Pacific County and other agencies that have committed to the project in subsequent agreements. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA. In the state of Washington, the match rate is 13.5% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with the Pacific County, City of Long Beach, and Pacific Region, US Fish and Wildlife Service to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.
Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Percentage of Match</th>
<th>Total Match as a Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>27%</td>
<td>3.61%</td>
</tr>
<tr>
<td>City of Long Beach</td>
<td>55%</td>
<td>7.41%</td>
</tr>
<tr>
<td>Pacific Region, US FWS</td>
<td>18%</td>
<td>2.47%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>13.50%</strong></td>
</tr>
</tbody>
</table>

Pacific County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was $10,000. The value of the match will be confirmed during the development of the Project Memorandum of Agreement. In addition to the funding shown above, Pacific County will provide additional non-federal funds as indicated on the application of $20,000 ($15,000 from Port of Peninsula and $5,000 from Port of Ilwaco).

**Modification:**

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

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

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

Approved By:

__________________________________________

Dan Donovan, Director of Program Administration

Date

Pacific County

Approved By:

__________________________________________

Pacific County

Date

WA PACIFIC 2016(1), Willapa NWR Bicycle/Pedestrian Trail
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

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

Agenda Item#: 22  
Initial:  
Date:  

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration  DIVISION (if applicable): Capital

OFFICIAL NAME & TITLE: Kathy Spoor, CAO  PHONE / EXT: 

SIGNATURE: Kathy Spoor  DATE: 3/19/2018

NARRATIVE OF REQUEST

Attached for your consideration is a grant with the Department of Commerce for design and engineering of erosion control structures at north cove. The total grant award is $630,500. At the conclusion of the project the intent is to have a “shovel ready” project to construct erosion control structures as a demonstration project in an area identified as being most impacted along the north cove coastline.

This grant and associated expenditures was not included in the 2018 budget and will need to be supplemented. The intent is to subcontract this work. None of these funds can/will be retained by the County for administration.

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

Move to approve Washington State Dept of Commerce Local Government Division, Community Capital Facilities Unit Grant #18-06616-124 in the amount of $630,500 for the engineering and design of erosion protection structures at North Cove and authorize the the Chair to sign. Also, approve release of RFP/RFQ to perform services related to this grant.
<table>
<thead>
<tr>
<th>Name of Contractor: Wa State Dept of Commerce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): Washington State Dept of Commerce Local Government Division, Community Capital Facilities Unit, Contract #18-96616-124</td>
</tr>
<tr>
<td>□ W-9 Attached for all vendors/contractors (County issuing payment to) □ Certificate of Insurance Attached (if required)</td>
</tr>
<tr>
<td>Indicate type □ Intergovernmental/Interagency □ Employment/Special Services Agreement □ Federal Contract</td>
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<td>□ Lease (Personal Property i.e. copier, printer) □ Lease (Real)</td>
</tr>
<tr>
<td>□ Telecomm &amp; Data Processing □ Other (Describe)</td>
</tr>
<tr>
<td>To be located at: A&amp;E for North Cove Erosion Project</td>
</tr>
<tr>
<td>Exceptions to Bidding (Please provide appropriate documentation):</td>
</tr>
<tr>
<td>□ Insurance/Bonds □ Emergency Event (Purchases/Public Works)</td>
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<td>- Documentation that contract was awarded in compliance with bidding law</td>
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<td>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</td>
</tr>
<tr>
<td>□ RFP □ RFQ □ Franchise □ Annexation □ Ordinance □ Resolution</td>
</tr>
<tr>
<td>□ Appeal □ Inventory Acquisition/Disposal □ Tort Claim □ Call for Bids</td>
</tr>
<tr>
<td>□ Open Space □ Post, Advertise, &amp; Fill Position</td>
</tr>
<tr>
<td>□ Other (please describe):</td>
</tr>
<tr>
<td>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</td>
</tr>
<tr>
<td>TOTAL COST/AMOUNT (include sales &amp; use tax): $630,500</td>
</tr>
<tr>
<td>TOTAL TAX:</td>
</tr>
<tr>
<td>TOTAL SHIPPING/HANDLING:</td>
</tr>
<tr>
<td>EXPENDITURE BUDGETED? □ Yes □ No</td>
</tr>
<tr>
<td>SUPPLEMENTAL REQUIRED? □ Yes □ No</td>
</tr>
<tr>
<td>IN-KIND MATCH REQUIRED? □ Yes □ No</td>
</tr>
<tr>
<td>DESCRIBE MATCH:</td>
</tr>
<tr>
<td>MATCHING FUNDS REQUIRED? □ Yes □ No</td>
</tr>
<tr>
<td>AMOUNT OF MATCHING FUNDS:</td>
</tr>
</tbody>
</table>

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

Pacific County

through

The Local and Community Projects Program

For

North Cove Erosion Control -

Start date: January 19, 2018
# TABLE OF CONTENTS

Face Sheet ...................................................................................................................... 1  
Special Terms and Conditions ..................................................................................... 2  
  1. Grant Management .................................................................................................. 2  
  2. Compensation ....................................................................................................... 2  
  3. Certification of Funds Performance Measures .................................................... 2  
  4. Prevailing Wage Law ............................................................................................. 3  
  5. Documentation and Security ................................................................................ 3  
  6. Basis for Establishing Real Property Values for Acquisitions of Real Property ... 4  
  7. Expenditures Eligible for Reimbursement ............................................................. 4  
  8. Billing Procedures and Payment .......................................................................... 4  
  9. Subcontractor Data Collection ............................................................................. 5  
 10. Insurance ............................................................................................................ 5  
 11. Order of Precedence ............................................................................................. 6  
 12. Reduction in Funds ................................................................................................ 7  
 13. Ownership of Project/Capital Facilities .............................................................. 7  
 14. Change of Ownership or Use for GRANTEE-Owned Property ......................... 7  
 15. Change of Use for Leased Property Performance Measure ............................... 7  
 16. Modification to the Project Budget ...................................................................... 8  
 17. Signage, Markers and Publications ..................................................................... 8  
 18. Historical and Cultural Artifacts ......................................................................... 8  
 19. Reappropriation .................................................................................................... 8  
 20. Recapture ............................................................................................................. 9  
 21. Termination for Fraud or Misrepresentation ........................................................ 9  

General Terms and Conditions .................................................................................. 1  
  1. Definitions ............................................................................................................ 1  
  2. Access to Data ...................................................................................................... 1  
  3. Advance Payments Prohibited ........................................................................... 1  
  4. All Writings Contained Herein ............................................................................. 1  
  5. Amendments ....................................................................................................... 1  
  6. Americans with Disabilities Act (ADA) ................................................................ 2  
  7. Assignment .......................................................................................................... 2  
  8. Attorney’s Fees ..................................................................................................... 2  
  9. Audit .................................................................................................................... 2  
 10. Confidentiality/Safeguarding of Information ....................................................... 3  
 11. Conflict of Interest ............................................................................................... 3  
 12. Copyright Provision ............................................................................................. 4  
 13. Disputes .............................................................................................................. 4  
 14. Duplicate Payment ............................................................................................... 5  
 15. Governing Law and Venue .................................................................................. 5  
 16. Indemnification ................................................................................................... 5  
 17. Independent Capacity of the Grantee .................................................................. 5  
 18. Industrial Insurance Coverage .......................................................................... 5  
 19. Laws .................................................................................................................... 6  
 20. Licensing, Accreditation and Registration .......................................................... 6  
 21. Limitation of Authority ....................................................................................... 6  
 22. Noncompliance with Nondiscrimination Laws .................................................... 6  
 23. Pay Equity .......................................................................................................... 6  
 24. Political Activities ............................................................................................... 7  
 25. Publicity ............................................................................................................... 7  
 26. Recapture ............................................................................................................ 7  
 27. Records Maintenance .......................................................................................... 7
28. Registration with Department of Revenue ........................................... 7
29. Right of Inspection ........................................................................ 7
30. Savings .......................................................................................... 7
31. Severability ................................................................................... 8
32. Site Security ................................................................................... 8
33. Subgranting/Subcontracting ............................................................. 8
34. Survival ........................................................................................ 8
35. Taxes ............................................................................................. 8
36. Termination for Cause .................................................................. 8
37. Termination for Convenience .......................................................... 9
38. Termination Procedures ................................................................. 9
39. Treatment of Assets ....................................................................... 10
40. Waiver .......................................................................................... 10

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds; Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED
# FACE SHEET

**Washington State Department of Commerce**  
**Local Government Division**  
**Community Capital Facilities Unit**

## 1. GRANTEE

Pacific County  
PO Box 6  
South Bend, Washington 98586

## 2. GRANTEE Doing Business As (optional)


## 3. Grantee Representative

Kathy Spoor  
County Administrative Officer  
(360) 875-9334  
skspoor@co.pacific.wa.us

## 4. COMMERCE Representative

Chuck Hunter  
Project Manager  
(360) 725-2924  
Fax 360-586-5880  
P.O. Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525  
chuck.hunter@commerce.wa.gov

## 5. Grant Amount

$630,500.00

## 6. Funding Source

<table>
<thead>
<tr>
<th>Federal</th>
<th>State</th>
<th>Other</th>
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## 7. Start Date

January 19, 2018

## 8. End Date

6/30/2021

## 9. Federal Funds (as applicable)

N/A

## 10. Tax ID #

91-60013565

## 11. SWV #

SWV00007195-00

## 12. UBI #

N/A

## 13. DUNS #

N/A

## 14. Grant Purpose

The outcome of this performance-based contract is the engineering and design of erosion protection structures for the North Cove Erosion Control as referenced in Attachment A – Scope of Work.

COMMERCe, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.

### FOR GRANTEE

Lisa Olsen, Chair, Pac.County Board of Commissioners

Date

### FOR COMMERCE

Mark K. Barkley, Assistant Director

Date

**APPROVED AS TO FORM**

[Signature]

3-12-18
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS CONTRACT, entered into by and between Pacific County (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the “Project”).

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

1. **GRANT MANAGEMENT**
   The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.
   
   The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.
   
   The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. **COMPENSATION**
   COMMERCE shall pay an amount not to exceed $630,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. **CERTIFICATION OF FUNDS PERFORMANCE MEASURES**
   A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:
      
      i) Eligible Project expenditures prior to the execution of this contract.
      
      ii) Cash dedicated to the Project.
      
      iii) Funds available through a letter of credit or other binding loan commitment(s).
      
      iv) Pledges from foundations or corporations.
      
      v) Pledges from individual donors.
vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE’S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE’S review upon reasonable request.

4. PREVAILING WAGE LAW
The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY
The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over $500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the “Deed of Trust”). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender’s policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.
6. **BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

a. **GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.**

b. **GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.**

7. **EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);

D. Construction costs including, but not limited to, the following:
   - Site preparation and improvements;
   - Permits and fees;
   - Labor and materials;
   - Taxes on Project goods and services;
   - Capitalized equipment;
   - Information technology infrastructure; and
   - Landscaping.

8. **BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs
The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs
The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION
Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

10. INSURANCE
The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:
Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE’s fiscal agent as beneficiary.

C. The GRANTEE shall provide, at COMMERCE’s request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEEs and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).
16. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL RESOURCES

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Washington State Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065, and the Commerce Representative identified on the Face Sheet.

If human remains are discovered, the GRANTEE shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

19. REAPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.
20. **RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

21. **TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.
1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE’s reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35**

   The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

   Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. **ATTORNEYS’ FEES**

   Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. **AUDIT**

   A. **General Requirements**

      COMMERCE reserves the right to require an audit. If required, GRANTEE(s) are to procure audit services based on the following guidelines.

      The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

      The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

      COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

      Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

   B. **State Funds Requirements**

      In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

      The GRANTEE shall include the above audit requirements in any subcontracts.

      In any case, the GRANTEE’s records must be available for review by COMMERCE.

   C. **Documentation Requirements**

      The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

      Department of Commerce
      ATTN: Audit Review and Resolution Office
      1011 Plum Street SE
      PO Box 42525
      Olympia WA 98504-2525

      In addition to sending a copy of the audit, when applicable, the GRANTEE must include:
• Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
• Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as “confidential” by COMMERCE;
2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE;
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title
or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

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

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.
GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT
COMMERCe shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE
This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION
To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCe, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. “Claim” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE’s obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE’s agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE’S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE’S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE
The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCe. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCe or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE
The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCe may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCe may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCe under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.
19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

   (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

   (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

   (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.
24. **POLITICAL ACTIVITIES**
Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. **PUBLICITY**
The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

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

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

27. **RECORDS MAINTENANCE**
The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

28. **REGISTRATION WITH DEPARTMENT OF REVENUE**
If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. **RIGHT OF INSPECTION**
The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. **SAVINGS**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.
31. **SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. **SITE SECURITY**

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

33. **SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. **SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant.
A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant.

COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.
Scope of Work

This grant will fund phase 1 of the North Cove Erosion Control. Funds for this grant will include, but are not limited to: completing technical analysis, environmental assessment and engineering design of erosion control structures to guard a particularly vulnerable section of north Willapa Shoreline and SR105.

The project will provide engineering and design of erosion protection structures for a demonstration project to protect vulnerable North Willapa coastline from further loss of critical land, infrastructure and long-term economic impacts.

Project for this phase is scheduled to be completed in June 2019.

All project work completed with prior legislative approval. The “Copyright Provisions”, Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE
## Budget

<table>
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<tr>
<th>Line Item</th>
<th>Amount</th>
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<tr>
<td>Architecture &amp; Engineering</td>
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<tr>
<td>Site Acquisition</td>
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<tr>
<td>Construction</td>
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<td>Other</td>
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<tr>
<td><strong>Total Contracted Amount:</strong></td>
<td><strong>$630,500.00</strong></td>
</tr>
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**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE
# Certification of the Availability of Funds to Complete the Project

<table>
<thead>
<tr>
<th>Non-State Funds</th>
<th>Amount</th>
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<td><strong>Total Non-State Funds</strong></td>
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<tr>
<th>State Funds</th>
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</thead>
<tbody>
<tr>
<td>State Capital Budget</td>
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<td>$630,500.00</td>
</tr>
</tbody>
</table>

**Total Non-State and State Sources**

$630,500.00

## CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE’S review upon reasonable request.

---

**GRANTEE**

**TITLE**

**DATE**
Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as January 19, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

________________________________________
GRANTEE

________________________________________
TITLE

________________________________________
DATE
Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and
Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project
funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States
Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and
approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year
written below.

GRANTEE ____________________________
NOT APPLICABLE
TITLE ____________________________
DATE ____________________________
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item#: 23
Initial: ___________________ Date: ___________________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ___________________

☐ CONTINUED TO DATE: ___________________ TIME: ___________________

☐ OTHER: ___________________

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant PHONE / EXT:

SIGNATURE: KELLI D. BUCHANAN DATE: 3/19/18

NARRATIVE OF REQUEST

Consider adoption of Resolution No. 2018-_____ regarding certification of FY2017 inventory.

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

Adopt Resolution 2018-_____ certifying the FY2017 Inventory
BEFORE THE BOARD OF COUNTY COMMISSIONERS
Pacific County, Washington

Resolution No. 2018-____

WHEREAS, RCW 36.32.210 states that the Board of County Commissioners shall file with the auditor of the county a full and complete inventory of all capitalized assets kept in accordance with standards established by the state auditor; and

WHEREAS, a listing of Pacific County’s attractive items and capitalized assets as of December 31, 2017, was circulated to all county officers and departmental officials for review and certification; and

WHEREAS, the county officers and/or officials of the following offices/departments have reviewed and certified their respective inventories as of December 31, 2017: Assessor, Auditor, Civil Service, Clerk, Commissioners, Community Development, E-911, Emergency Management, General Administration, Health, Jail, Juvenile, Law Library, North District Court, Prosecuting Attorney, Public Works (includes Fair), Risk Management, Sheriff, South District Court, Superior Court, Tourist Development, Treasurer, Vegetation Management, and WSU Extension; now, therefore

BE IT HEREBY RESOLVED that the Board of Pacific County Commissioners DO HEREBY VERIFY that they have examined the attached listings of Pacific County’s attractive items and capitalized assets as of December 31, 2017, represented as Attachments A, B and C and each incorporated herein by this reference, and find Attachments A, B and C to be correct, as we verily believe. The Clerk of the Board is directed to file Attachment A (final inventory for all operations except those assigned to the Department of Public Works, E-911, Emergency Management, Jail and Sheriff’s Office), Attachment B (final inventory from Department of Public Works) and Attachment C (final inventory from E-911, Emergency Management, Jail, and Sheriff’s Office) with the County Auditor.

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

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board

Frank Wolfe, Commissioner
## 2017 PACIFIC COUNTY INVENTORY

<table>
<thead>
<tr>
<th>Department</th>
<th>Inventory Amount 12/31/2016</th>
<th>Prior Period Adjustments</th>
<th>Equipment Acquired 2017</th>
<th>Equipment Disposed 2017</th>
<th>Inventory Amount 12/31/2017</th>
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<td>Assessor</td>
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**Total**                       | **$ 921,207.84**             | **-**                    | **$ 15,414.89**         | **$ 54,340.48**          | **$ 882,282.25**            **ATTACHMENT A**
DATE: March 14, 2018

TO: Board of Pacific County Commissioners

FROM: Andi Harland, D.P.W. Accounting Manager

RE: Filing of the 2017 Department of Public Works Fixed Asset Inventory and Deletion of Inventory Items

MEMORANDUM

The Department of Public Works submits their Annual Fixed Asset Inventory as of December 31, 2017, with the attached memo requesting your formal authorization to delete the items listed that are declared obsolete, junk, missing, scrapped or sold.

C: Mike Collins, Director of Public Works/County Engineer
DATE: March 14, 2018

TO: Pacific County Board of County Commissioners

FROM: Amber Kaech, DPW ER&R Accountant

RE: 2017 Fixed Asset Inventory Deletions

Equipment Rental & Revolving Fund No. 502

I request that the following fixed asset items be deleted from the inventory:

<table>
<thead>
<tr>
<th>SURPLUSSED OR SOLD VEHICLES/EQUIP</th>
<th>Equip #</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1975 Caterpillar model 920</td>
<td>204</td>
<td>$34,600.65</td>
</tr>
<tr>
<td>1995 Ford Tractor Model 6640 w/Alamo Shoulder Mower</td>
<td>311</td>
<td>$36,872.67</td>
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<tr>
<td>1995 Ford Tractor Model 6640 w/Alamo Shoulder Mower</td>
<td>312</td>
<td>$59,956.76</td>
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<tr>
<td>1997 Johnston 605 Sweeper/Vac</td>
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<td>$118,876.20</td>
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<tr>
<td>2002 Rosco Spreadpro Chip Spreader</td>
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<td>$160,568.10</td>
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<tr>
<td>1996 Ford F350 1-T. Pickup</td>
<td>034</td>
<td>$28,776.06</td>
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<tr>
<td>1993 GMC 5-yd. Dump Truck</td>
<td>114</td>
<td>$55,683.09</td>
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<tr>
<td>1993 GMC 5-yd. Dump Truck</td>
<td>115</td>
<td>$55,683.09</td>
</tr>
<tr>
<td>2000 GMC 5-yd. Dump Truck w/snowplow</td>
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<td>$76,888.80</td>
</tr>
<tr>
<td>2000 GMC 5-yd. Dump Truck w/snowplow</td>
<td>117</td>
<td>$76,888.80</td>
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<tr>
<td>2007 Ford U16 Expedition</td>
<td>931</td>
<td>$27,235.24</td>
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<td>2007 Chevrolet Impala</td>
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<tr>
<td>2002 Ford Ranger Ext Cab 4X4 Pickup</td>
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<td>$18,516.05</td>
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<td>2005 Ford Ranger Super Cab 4X2</td>
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<tr>
<td>2005 Ford Focus ZX4 4-Dr. Sedan</td>
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<td>2007 Chevrolet Silverado 15 Pickup</td>
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</tr>
<tr>
<td>2000 Chevrolet Monte Carlo</td>
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<tr>
<td>2004 Ford Crown Victoria</td>
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<tr>
<td>2003 Chevrolet S-10 P/U</td>
<td>MP004</td>
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<tr>
<td>2007 Ford S34 Econoline Cargo Van</td>
<td>MP006</td>
<td>$22,529.68</td>
</tr>
</tbody>
</table>
OFFICE/DEPARTMENT OFFICIAL’S CERTIFICATION/DECLARATION

I have reviewed my office/department’s personal property inventory as of December 31, 2017, and certify that it is correct. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.

Signed this 20th day of March, 2018 at South Bend, Washington.

______________________________
Signature

Pacific County is an Equal Opportunity Employer and Provider
Executive sessions.

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

(a) To consider matters affecting national security;

(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.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ____________

□ CONTINUED TO DATE: ____________  TIME: ____________

□ OTHER: ____________

Agenda Item #: 25

Initial: ____________  Date: ____________

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

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary  PHONE / EXT: 875-9334 x3334

SIGNATURE: [Signature]

DATE: 3/22/2018

NARRATIVE OF REQUEST

Open Public Hearing 10:00AM or soon thereafter as possible
Swear in those wishing to testify/comment
Close Public Hearing

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

Approve Assembly Permit Application as submitted by the Beach Barons Car Club for the Rod Run to the End of the World to be held September 8-9, 2018 subject to receipt of $ ________ contribution to Pacific County for law enforcement support and all food vendors obtaining food permits by August 31, 2018 and authorize Chair to sign
A social event or assembly for any purposes which said persons believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

<table>
<thead>
<tr>
<th>EVENT/ASSEMBLY INFORMATION</th>
</tr>
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<tbody>
<tr>
<td>Organizer/name of event:</td>
</tr>
<tr>
<td>Location Address:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Contact person/person in charge:</td>
</tr>
<tr>
<td>Phone No.:</td>
</tr>
<tr>
<td>Date(s) of event:</td>
</tr>
<tr>
<td>Overnight Camping?</td>
</tr>
<tr>
<td>However we will have a security force on site.</td>
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<tr>
<td>Water supply:</td>
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<tr>
<td>Sewage disposal:</td>
</tr>
<tr>
<td>Number of people attending:</td>
</tr>
<tr>
<td>Number of toilet facilities:</td>
</tr>
<tr>
<td>Required number of toilets:</td>
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<tr>
<td>Number of hand washing facilities:</td>
</tr>
<tr>
<td>Method of solid waste disposal:</td>
</tr>
<tr>
<td>Number of food service facilities:</td>
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<tr>
<td>Certificate of liability insurance:</td>
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**Solid Waste:** PENINSULA SANITATION SERVICE 360-642-2541

Applicant's Signature: 

Print Name: JOSEPH S. NATOLI 

Date: Jan. 24, 2018

Approved By: 

Date Issued: 

BOARD OF PACIFIC COUNTY COMMISSIONERS
P.O. Box 187
South Bend, WA 98586
360/875-9337 FAX 360/875-9335

03/25/2016