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

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

VOUCHER # 2018-12
APPROVAL DATE 4/10/18

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/27/18</td>
<td>UTILITIES</td>
<td>660 000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td></td>
<td>51.79</td>
</tr>
</tbody>
</table>

TOTAL 51.79

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

Larry Bole  PRES.
Signature  Title  Date  4/2/18

Reviewed by:

Signature  Title  Date  4/2/18

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

Chairperson, Local Board of Health
Pacific County, Washington

Date  4/2/18

RECEIVED
PACIFIC COUNTY
APR - 2 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY

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

BILLING SUMMARY

Previous Balance 64.24
Payment Received 03/12/18 64.24 CR
Balance Forward 0.00
Current Charges Due By 04/20/18 51.79
Total Due 51.79

PAYMENT INFORMATION

Messages
Pay By Phone 844-829-1962

METER #: A34390  LOC: 14000084-1  ADDR: RAINBOW VALLEY LANDFILL  RATE CLASS: 020

Meter Reading Details

<table>
<thead>
<tr>
<th>Current KWH Reading</th>
<th>Previous KWH Reading</th>
<th>Total KWH Usage</th>
<th>Days Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/18/18</td>
<td>02/19/18</td>
<td>313</td>
<td>27</td>
</tr>
</tbody>
</table>

Detail of Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>313 kWh x 0.072800</td>
<td>22.79</td>
</tr>
<tr>
<td>Elec Basic Charge</td>
<td>29.00</td>
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<tr>
<td>Total Service</td>
<td>51.79</td>
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</table>

Usage

<table>
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<tr>
<th>MO</th>
<th>Mar 17</th>
<th>Apr 17</th>
<th>May 17</th>
<th>Jun 17</th>
<th>Jul 17</th>
<th>Aug 17</th>
<th>Sep 17</th>
<th>Oct 17</th>
<th>Nov 17</th>
<th>Dec 17</th>
<th>Jan 18</th>
<th>Feb 18</th>
<th>Mar 18</th>
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<tr>
<td>Avg/Day</td>
<td>335</td>
<td>414</td>
<td>345</td>
<td>213</td>
<td>161</td>
<td>155</td>
<td>130</td>
<td>127</td>
<td>198</td>
<td>215</td>
<td>302</td>
<td>484</td>
<td>313</td>
</tr>
</tbody>
</table>

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS
CITY
LOCATION PHONE NUMBER
OTHER PHONE NUMBER
SIGNATURE (REQUIRED TO CHANGE ADDRESS)

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

Account Number
19983

Due Date
04/23/2018

Amount Due
51.79

Warm Heart Donation

Amount Paid

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

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-13
APPROVAL DATE 4/10/18

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103</td>
<td>3/6/18</td>
<td>LEACHATE TREATMENT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>1900.00</td>
</tr>
</tbody>
</table>

| | | | | | | | | TOTAL |
| | | | | | | | | 1900.00 |

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

Larry Dale  PRES.
Signature:
Title:
Date 4/2/18

Reviewed by:

Signature:
Title:
Date 4/2/18

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

San R. Olsen
Chairperson, Local Board of Health
Pacific County, Washington

Date 4/2/18

RECEIVED
PACIFIC COUNTY

APR - 2 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LEACHATE DISPOSAL FEBRUARY 2018</td>
<td>$1,890.00</td>
<td>$1,890.00</td>
</tr>
<tr>
<td>1</td>
<td>ROAD MAINTENANCE</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

SubTotal $1,900.00

Shipping & Handling
Taxes
State $0.00

TOTAL $1,900.00

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

Pacific County Treasurer
PO box 98
South Bend, WA 98586

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Property Tax</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>171.98</td>
</tr>
</tbody>
</table>

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

Lanny Bale
Signature
PRES.
Title
4/2/18
Date

Reviewed by:

Faith Taylor, Director
Department of Community Development

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

Lisa R. Olsen
Chairman, Pacific County Board of Health

4.2.18
Date

RECEIVED
PACIFIC COUNTY

APR - 2 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
**PACIFIC COUNTY 2018 TAX STATEMENT**

<table>
<thead>
<tr>
<th>CURRENT TAX DISTRIBUTION</th>
<th>CURRENT TAX INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road</td>
<td>15.82</td>
</tr>
<tr>
<td>County</td>
<td>16.20</td>
</tr>
<tr>
<td>Ambulance/EMS</td>
<td>9.15</td>
</tr>
<tr>
<td>Hospital</td>
<td>7.46</td>
</tr>
<tr>
<td>Library</td>
<td>3.82</td>
</tr>
<tr>
<td>Local School</td>
<td>68.33</td>
</tr>
<tr>
<td>Port Dist</td>
<td>4.06</td>
</tr>
<tr>
<td>STATE-SCHOOL PT 1</td>
<td>18.93</td>
</tr>
<tr>
<td>STATE-SCHOOL PT 2</td>
<td>10.31</td>
</tr>
<tr>
<td>Fire Patrol</td>
<td>17.90</td>
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<td>TOTAL CURRENT TAX</td>
<td>171.98</td>
</tr>
<tr>
<td>Land Value</td>
<td>10,000</td>
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<tr>
<td>TOTAL VALUE</td>
<td>10,000</td>
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<tr>
<td>Taxable Value</td>
<td>10,000</td>
</tr>
<tr>
<td>Levy Code</td>
<td>37</td>
</tr>
<tr>
<td>Levy Rate</td>
<td>15,408,190</td>
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<tr>
<td>General Tax</td>
<td>80.48</td>
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<tr>
<td>Voter Approved</td>
<td>73.60</td>
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<tr>
<td>Assessments</td>
<td>17.90</td>
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</table>

**DELINQUENT TAX INFORMATION**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>DELINQUENT TAX</th>
<th>INT/PEN</th>
<th>DELINQUENT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

First half tax paid or postmarked after April 30, 2018 requires interest plus penalty on full amount. Second half tax becomes delinquent after October 31, 2018.

---

**PACIFIC COUNTY TAX STATEMENT**

**PARCEL NUMBER**

14090842004 Real Property

**2018**

DELINQUENT PAYMENTS RECEIVED WITHOUT INTEREST AND PENALTY WILL BE RETURNED. CALL 360-875-9421 OR 360-642-9421 FOR DELINQUENT TAX, INTEREST, AND PENALTY DUE.

PLEASE MAKE NAME AND ADDRESS CHANGES ON FRONT.

RAINBOW VALLEY LANDFILL INC
114 AIRPORT RD
RAYMOND WA 98577-9233

---

**SECOND PAYMENT**

DETACH THIS PORTION AND MAIL WITH YOUR PAYMENT

Your cancelled check is your receipt.

---

**DUE OCTOBER 31, 2018**

---

**FIRST PAYMENT**

DETACH THIS PORTION AND MAIL WITH YOUR PAYMENT

Your cancelled check is your receipt.

---

**DUE APRIL 30, 2018**
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  VOUCHER # 2018-15
114 Airport Road
Raymond, WA 98577

APPROVAL DATE 4/10/18

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
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<th>Base</th>
<th>Sub</th>
<th>Sub</th>
<th>Obj</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>5386</td>
<td>4/2/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>2459.52</td>
</tr>
</tbody>
</table>

|                     |         |                       |      |     |      |     |     |     |        |
|                     |         |                       |      |     |      |     |     |     | TOTAL 2459.52 |

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Larry Bale  PRES.  4/2/18
Signature  Title  Date

Reviewed by:

Michael Bennett  DEB  4/2/18
Signature  Title  Date

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
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Lisa R. Olsen  4/2/18
Chairperson, Local Board of Health
Pacific County, Washington

Date

RECEIVED
PACIFIC COUNTY

APR - 2 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
# Invoice

**ROYAL HEIGHTS TRANSFER STATION, INC.**  
**114 AIRPORT RD.**  
**RAYMOND, WA 98577**

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

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>net 10</td>
<td>4/12/2018</td>
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<table>
<thead>
<tr>
<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/31/2018</td>
<td>192,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>2,459.52</td>
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</tbody>
</table>

**Balance Due**  
$2,459.52
<table>
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<th>Loads</th>
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<tr>
<td>3/1/2018</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
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<tr>
<td>3</td>
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<tr>
<td>31</td>
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<tr>
<td>32</td>
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</tr>
</tbody>
</table>

**Total gallons**: 192000

**Total**: $2,459.52
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, March 27, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Renee Goodin, County Treasurer
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

William Monohon
One other member of general public

PUBLIC COMMENT - None

CONSENT AGENDA (Item A)

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

Approve regular meeting minutes of March 13, 2018

MEETING CLOSED – 9:02 AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

ATTEST:
Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board
Lisa Ayers, Commissioner

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

Tuesday, April 10, 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  Call for Bids - Official County & Area Specific Newspaper

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-9)

Department of Public Works
1)  Acknowledge revised allocation of time for Dotsi Graves, Parks and Fair Manager

Sheriff’s Office
2)  Approve transfer of inventory item to Flood Control
3)  Approve Amendment No. A to Contract #E18-072 with Washington State Military Department; authorize Chair to sign

Health and Human Services
4)  Approve Amendment No. 2 to Contract #2016 CCAP HUD with Coastal Community Action Program to continue to provide the permanent supported housing program

Boards and Commissions
5)  Approve the reappointment of Rebecca Chaffee and Julie Overby to another three year term on the Joint Pacific County Housing Authority
6)  Approve the reappointment of Bob Hitt and Jim Sayce to Pacific Mountain WorkForce Development

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
General Business
7) Approve Vendor Claims; Warrants Numbered 141337 thru 141410 in the amount of $227,441.48
8) Approve regular meeting minutes of March 27, 2018
9) Approve March, 2018 payroll; total employees: 177; total payroll: $772,967.47

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
10) Consider approval of Project Prospectus for the Safety Upgrade Project Construction Funds Submittal; authorize County engineer to sign
11) Accept resignation of Chad Read, North County Leadperson; consider approval of request to post, advertise and hire vacant position
12) Accept resignation of Frank Hodel, Road Maintenance Technician II; consider approval of request to post, advertise and hire vacant position
13) Consider approval of intermittent Family Medical Leave for a qualifying event and authorize Leave Credit Transfers
14) Consider approval of Family Medical Leave for a qualifying event and authorize Leave Credit Transfers

ITEMS REGARDING HEALTH AND HUMAN SERVICES
15) Consider approval of Memorandum of Understanding with Providence Health and Services to provide sexual assault services
16) Consider approval of new customer application with Cooper Surgical; authorize Director to sign
17) Accept resignation of Carly Castaneda, Human Services Program Specialist; consider approval of request to post, advertise and hire vacant position

ITEMS REGARDING JUVENILE COURT
18) Consider approval of Contract for Functional Family Therapy with Nelita Wallingford

ITEMS REGARDING SHERIFF’S OFFICE
19) Consider approval of Homeland Security Grant Program Agreement E18-157 to support efforts to prevent terrorism and other catastrophic events; authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS
20) Acknowledge resignation of Natalie Hanson and Amy Kredlo from the Olympia Area Agency of Aging and approve appointment of Eldred Gilpin and Darlene Smith to the vacant positions for three-year terms
21) Consider the appointment of WRIA #24 Lead Entity Technical Advisory Group members, WRIA #24 Lead Entity Citizens Committee members and Marine Resource Committee members

ITEMS REGARDING GENERAL BUSINESS
22) Acknowledge receipt and review of the 2018 Annual Washington Counties Risk Pool Loss Control On-Site Report

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

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Pacific County is an Equal Opportunity Employer and Provider
23) Consider adoption of Order in the matter of the distribution of the 2017 P.U.D. excise tax
24) Consider approval of Technical Support Agreement with Efficiency, Inc.; authorize Chair to sign
25) Consider approval of Grant No. FY18-90006-003 with the Washington State Department of Archaeology and Historic Preservation for Courthouse Exterior Rehabilitation Project; authorize Chair to sign
26) Consider approval of Intergovernmental Cooperation Agreement with the Pacific Conservation District for implementing programs for conservation management practices and managing the County’s Natural Resources Board

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

PUBLIC HEARING – 10:00AM
28) Consider award of Call for Bids for Official County and Area Specific Newspaper

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

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AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #: ________
Initial: ________ Date: ________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ________

□ CONTINUED TO DATE: ________ TIME: ________

□ OTHER: ________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW
DIVISION (if applicable): Roads/Fair/ERR/Parks

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

SIGNATURE: ________ DATE: 03-29-18

NARRATIVE OF REQUEST

Revise allocated time for Dotsi Graves between Roads, ERR, Parks and Fair. Change in Status Form attached.

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

Acknowledge revised allocation of time for Dotsi Graves, Parks and Fair Manager, effective April 1, 2018, subject to adequate budget appropriations

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

<table>
<thead>
<tr>
<th>FIXED ASSET ID NUMBER:</th>
<th>DEPT/OFFICE: Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT DESCRIPTION: 2001 Honda - All terrain vehicle (ATV)</td>
<td>LOCATION: Long Beach Sheriff's Office</td>
</tr>
<tr>
<td>MODEL NUMBER: TRX 450 S</td>
<td>SERIAL NUMBER: VIN:478TR22081420GG14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THIS EQUIPMENT STILL FUNCTIONING?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

DISPOSAL

<table>
<thead>
<tr>
<th>DISPOSAL DATE:</th>
<th>HOW DISPOSED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>REASON FOR DISPOSAL:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IF SOLD, AMOUNT RECEIVED:</th>
<th>NAME OF PURCHASER:</th>
</tr>
</thead>
</table>

TRANSFER

<table>
<thead>
<tr>
<th>TRANSFER DATE: 4/2/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSFERRED FROM (DEPT/OFFICE): Sheriff's Office TO (DEPT/OFFICE): Flood Control</td>
</tr>
</tbody>
</table>

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’ed:** 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
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________  TIME: __________________________

□ OTHER:

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff’s Office  DIVISION (if applicable): PCEMA

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

SIGNATURE: [Signature]  DATE: 4/4/2018

NARRATIVE OF REQUEST

Request approval of contract amendment #18-072A to the FY 2017 Emergency Management Performance Grant. During the 16EMPG closeout, funding was returned from to WA EMD multiple sub-recipients. WA EMD moved like-costs between grant years, opening the funding for use during the 17EMPG performance period. Pacific County has been allocated $2,606 in additional funding. Request chair to sign.

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

Approve Amendment No. A to Contract #E18-072 pertaining to the Emergency Management Performance Grant with Washington State Military Department and authorize Chair to sign

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Washington State Military Department

AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS:
   Pacific County
   Emergency Management Agency (PCEMA)
   300 Memorial Drive / PO Box 27
   South Bend, WA 98586-0027

2. GRANT AGREEMENT NUMBER:
   E18-072

3. AMENDMENT NUMBER:
   A

4. SUBRECIPIENT CONTACT, PHONE/EMAIL:
   Scott McDougall, (360) 875-9338
   smcdougall@co.pacific.wa.us

5. DEPARTMENT CONTACT, PHONE/EMAIL:
   Zoe Choate, (253) 512-7461
   zoie.choate@mil.wa.gov

6. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # & Title:
   97.042 (17EMPG)

8. FUNDING SOURCE NAME/AGREEMENT #:
   EMS-2017-EP-00004-S01

9. FUNDING AUTHORITY:
   Washington State Military Department (Department) and the US Department of Homeland Security (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:
    During the 16EMPG closeout, funding was returned from multiple subrecipients. The Department moved like-costs
    between grant years, opening the funding for use during the 17EMPG performance period. The Subrecipient has
    been allocated $2,606 in additional funding, which is reflected in the Budget (Exhibit E).

    Additionally, Program Area #3 in the Work Plan (Exhibit C), EOC Upgrades, is revised to include an additional work
    station. To accommodate the revised activity, the grant agreement end date is extended one month and the Budget (Exhibit E)
    is modified.

    Changes are noted with grey highlight and bold text, and deletions with strikethrough.

11. AMENDMENT TERMS AND CONDITIONS:
    1. **Change** the Grant Agreement expiration date from August 31, 2018 **to** September 30, 2018.
    2. **Change** the overall Grant Agreement amount from $18,000 **to** $20,606; an increase of $2,606.
    3. **Replace** Original Work Plan, Exhibit C, **with** Revised Work Plan, Exhibit C, attached to this amendment.
    4. **Replace** Original Timeline, Exhibit D, **with** Revised Timeline, Exhibit D, attached to this amendment.
    5. **Replace** Original Budget, Exhibit E, **with** Revised Budget, Exhibit E, attached to this amendment.

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms
and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or
an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Subrecipient
acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below.
By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment:

FOR THE DEPARTMENT:

Signature
Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

Date

FOR THE SUBRECIPIENT:

Signature
Lisa Olsen, Chair
Pacific County Board of Commissioners

Date

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review

Date

BOILERPLATE APPROVED AS TO FORM:

Brian E. Buchholz (signature on file) 6/13/2012
Assistant Attorney General

Date

Form Date: 10/27/00
Approve Amendment No. 2 to Contract #2016 CCAP HUD with Coastal Community Action Program to continue to provide the permanent supported housing program, subject to adequate budget appropriations.
Contract #2016_CCAP_HUD
Amendment #2

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

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

1. Extends term of contract to add the new performance period beginning October 1, 2017 and ending September 30, 2018.
2. Adds budget for the performance period beginning October 1, 2017 and ending September 30, 2018 as outlined in Exhibit D- Budget Amendment #2.

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

____________________________
Lisa Olsen, Chair

____________________________
Frank Wolfe, Commissioner

____________________________
Lisa Ayers, Commissioner

CONTRACTOR
Coastal Community Action Program

____________________________
Signature

____________________________
Date

____________________________
Title

ATTEST

____________________________
Marie Guernsey

____________________________
Date

Clerk of the Board
Pacific County Permanent Support Housing Collaborative (PCPSHC)

Performance Period: Year 2- October 1, 2017-September 30, 2018

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

<table>
<thead>
<tr>
<th>d. Proposed Activities</th>
<th>e. Direct Budget</th>
<th>f. Match</th>
<th>g. Totals (Col. e + Col. f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acquisition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Rehabilitation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. New Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Subtotal (Lines 1 through 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Leased Units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Leased Structures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Long-Term Rental Assistance</td>
<td>$149,688</td>
<td></td>
<td>$149,688</td>
</tr>
<tr>
<td>8. Housing Operations</td>
<td></td>
<td></td>
<td>$12,474</td>
</tr>
<tr>
<td>9. Supportive Services (including Case Management) up to 30% of line 10 less line 4.</td>
<td>$50,544</td>
<td>$57,261</td>
<td>$107,805</td>
</tr>
<tr>
<td>10. Grant Request (Subtotal lines 4 through 9)</td>
<td>$212,706</td>
<td></td>
<td>Total Match (AT LEAST 25% OF REQUEST)</td>
</tr>
<tr>
<td>11. Administrative Costs (Up to 7% of line 10)</td>
<td>$7,444</td>
<td></td>
<td>Total Budget (Total SHP Request + Total Cash Match)</td>
</tr>
<tr>
<td>12. Total SHP Request (Total lines 10 and 11)</td>
<td>$220,150</td>
<td>$57,261</td>
<td>$277,411</td>
</tr>
</tbody>
</table>
## Eligible Operations Costs

<table>
<thead>
<tr>
<th>Eligible Item</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance and Repair</td>
<td></td>
</tr>
<tr>
<td>Property Taxes and Insurance</td>
<td></td>
</tr>
<tr>
<td>Replacement Reserve</td>
<td></td>
</tr>
<tr>
<td>Building Security</td>
<td>$12,464 for 18 security deposits at $691 each.</td>
</tr>
<tr>
<td>Electricity, Gas &amp; Water</td>
<td></td>
</tr>
<tr>
<td>Furniture</td>
<td></td>
</tr>
<tr>
<td>Equipment (lease or buy)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$12,464</strong></td>
</tr>
</tbody>
</table>

## Eligible Supportive Services (up to 40% of grant less admin)

<table>
<thead>
<tr>
<th>Eligible Item</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance with Moving Costs</td>
<td>$25,272 funds ½ of the PCPSHC Coordinator position (to coordinate care coordination team, and provide case management for clients not engaged with other providers)</td>
</tr>
<tr>
<td>Case Management</td>
<td>(Match amount in this category provided by: $24,033 from Willapa Behavioral Health, $12,636 from Pacific County, and $20,592 from Children’s Advocacy Center who will all provide case management for PCPSHC clients).</td>
</tr>
<tr>
<td>Housing Search/Counseling Services</td>
<td>$25,272 funds the other ½ of the PCPSHC Coordinator position to provide initial housing placement, on-going support, and to conduct landlord liaison program.</td>
</tr>
<tr>
<td>Life Skills</td>
<td></td>
</tr>
<tr>
<td>Outreach Services</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>Utility Deposits</td>
<td></td>
</tr>
</tbody>
</table>
| **Total**                                  | **$50,544 direct request**  
$57,261 in match                             |
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 5
Initial: _______________ Date: _______________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _______________

☐ CONTINUED TO DATE: _______________ ☐ TIME: _______________

☐ OTHER: _______________________________________________________________________

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt

☐ Civil Service ☐ Health ☐ SDC ☐ WSU Ext.

☐ DCO ☐ 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: [Signature]
DATE: 4/4/2018

NARRATIVE OF REQUEST

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

Approve the reappointment of Rebecca Chaffee and Julie Overby to another three year term on the Joint Pacific County Housing Authority

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: _______________ 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: Commissioners Office
DIVISION (if applicable): Bds/Coms

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

SIGNATURE: 

DATE: 4/3/2018

NARRATIVE OF REQUEST

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

Approve the reappointment of Bob Hitt and Jim Sayce to Pacific Mountain WorkForce Development
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, April 10, 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

<table>
<thead>
<tr>
<th>Warrants Dated: March 29, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>141337 thru 141410 $ 227,441.48</td>
</tr>
</tbody>
</table>

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Auditor/Deputy Auditor

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY
MAR 29 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, March 27, 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
Paul Plakinger, Management & Fiscal Analyst
Renee Goodin, County Treasurer
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

William Monohon
One other member of general public

PUBLIC COMMENT - None

YEARS OF SERVICE

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

CONSENT AGENDA (Items 1-11)

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

Department of Community Development

Approve Amendment No. 8 to Project Number 15-1385P with the State of WA Recreation and Conservation Office and approve Amendment No. 5 to Project No. 15-1385P regarding Interlocal Agreement with the Pacific Conservation District

Approve disposal of inventory items to be reflected on the 2017 inventory in accordance with Personal Property Inventory Procedures
Department of Public Works

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

Juvenile Court Services

Approve disposal of inventory items to be reflected on the 2018 inventory in accordance with Personal Property Inventory Procedures

Clerk’s Office

Approve disposal of inventory items to be reflected on the 2018 inventory in accordance with Personal Property Inventory Procedures

Assessor’s Office

Approve disposal of inventory items to be reflected on the 2017 inventory in accordance with Personal Property Inventory Procedures

Vegetation Management

Approve disposal of inventory items to be reflected on the 2017 inventory in accordance with Personal Property Inventory Procedures

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 and effective June 1, 2018, subject to adequate budget appropriations

Boards and Commissions

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

General Business

Approve Vendor Claims; Warrants Numbered 141134 thru 141258 in the amount of $259,121.03

Approve regular meeting minutes of March 13, 2018
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve request to advertise for temporary engineering aides for summer construction season in accordance with Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations

Approve request to “piggyback” on Clark County oil bid with Albina Asphalt for CRS-2P oil, subject to adequate budget appropriations

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

ITEMS REGARDING COUNTY FAIR

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

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

Approve Fair Manager Employment Agreement with William Monohon, effective April 1, 2018 to December 31, 2018, subject to adequate budget appropriations

ITEMS REGARDING HEALTH AND HUMAN SERVICES

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

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

ITEMS REGARDING AUDITOR’S OFFICE

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

Approve purchase of HP laserjet printer for A/P and payroll in an amount not to exceed $2,000

ITEMS REGARDING TREASURER’S OFFICE

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

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

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Adopt Resolution 2018-011 re-establishing Veterans Advisory Board Rules of Procedures and rescinding previous versions

ITEMS REGARDING GENERAL BUSINESS

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

Approve 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 and authorize Chair to sign, subject to removal of county obligation to port districts match

Approve 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 and authorize Chair to sign

Adopt Resolution 2018-012 certifying the FY2017 inventory

EXECUTIVE SESSION – None held

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2018-013 re-establishing Veterans Assistance Program procedures and rescind Resolution 1999-084 and any amendments thereto

Confirm letter of support for Port of Ilwaco submission of a competitive application for the designation of Census Tract LIC 53049950500 as an Opportunity Zone

Acknowledge County Administrative Officer’s signature on letter to Governor Inslee for the designation of Census Tract LIC 53049950200 as an Opportunity Zone

Approve Vendor Claims, Warrants Numbered 141259 thru 141336 in the amount of $183,124.43, subject to adequate budget appropriations

Adopt Proclamation establishing April 3, 2018, as National Service Recognition Day
Approve Interagency Agreement with the Pacific Conservation District for the Smith Creek Tidal Restoration Final Design and Construction on Parpala County Road No. 91190 at mile post 2.43

RECESS – 9:16AM

RECONVENED – 10:01AM

PUBLIC HEARING
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers
OTHERS: Fred Hill, Stan Sonntag, and Roger Taylor

Chair Olsen opened the public hearing to consider the Assembly Permit Application as submitted by the Beach Barons Car Club.

Chair Olsen closed the public hearing.

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

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 $2,000 contribution to Pacific County for law enforcement support and all food vendors obtaining food permits by August 31, 2018 and authorize Chair to sign

MEETING CLOSED – 10:07AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

________________________________________
Lisa Olsen, Chair

ATTEST:                               ____________________________  ______________________________
                                        Frank Wolfe, Commissioner

Marie Guernsey  Lisa Ayers, Commissioner
Clerk of the Board

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

Notice dated March 6, 2018, from the WA State Liquor and Cannabis Board of license expirations for Shoalwater Bay Memorandum of Agreement, Chinook Country Store, Inn at Ilwaco Harbor, Cranberry Museum, Boreas Bed & Breakfast and George Johnson House B&B.

Notice of Liquor License Application dated March 19, 2018, for Peninsula Cove LLC.

Copy of March 19, 2018, workshop information regarding Opportunity Zones and Designation from Jim Sayce.

Notice dated March 20, 2018, from the WA State Liquor and Cannabis Board of liquor license for the Shelburne Hotel.

Letter dated March 22, 2018, from WA Counties Risk Pool regarding on-site loss control visit.

Letter dated March 22, 2018, from State of WA Department of Archaeology & Historic Preservation providing notification that the Shogren Cottage at 22107 Pacific Way in Ocean Park has been listed in the WA Heritage Register.

Letter received March 22, 2018, from Jon Dickerson regarding condition of Birch Place and Crane roads.

Email received March 25, 2018, from Nancy Bross regarding abandoned vehicles in Ocean Park.

Notice received March 27, 2018, of successful probation completion of Kelsey Hopstad, March 31, 2018, and Jaclyn Smith and Norma Sawa, effective April 7, 2018.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

March 5, 2018
Workshop re: Chinook County Park
Departmental Briefings

March 12, 2018
Meeting Agenda Review
Workshop re: culvert installation/drainage modification

March 13, 2018
BOH/BOCC Meetings
Annual Health Officer Report

March 19, 2018
Workshop w/ Jim Sayce re: Federal Opportunity Zone
Departmental Briefings

March 26, 2018
Meeting Agenda Review
Workshop w/ Public Works re: drainage issues

March 27, 2018
BOH/BOCC Meetings
Public Hearing: Beach Barons Assembly Permit

March 28, 2018
Workshop re: Willapa Wildlife Refuge water line extension
COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: MARCH, YEAR OF 2018
TOTAL EMPLOYEES: 177
TOTAL PAYROLL: $772,967.47

RECEIVED
PACIFIC COUNTY
APR - 4 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 10th day of APRIL 2018

_________________________
Chairperson

_________________________
Commissioner

_________________________
Commissioner

Attest: _____________________
Clerk of the Board
Approve the Local Agency Federal Aid Project Prospectus with the WA State Department of Transportation for the Signing Upgrade-2017 County Safety Selections and authorize County Engineer and Chair to sign, subject to adequate budget appropriations.
Local Agency Federal Aid Project Prospectus

Federal Aid Project Number: HSIP
Local Agency Project Number: CRP 1653

Agency: County of Pacific
CA Agency: Yes
Federal Program Title: 20.205 Other

Project Title: Signing Upgrade- 2017 County Safety Selections
Start Latitude N 46.4663
End Latitude N 46.4663
Start Longitude W 124.0490
End Longitude W 124.0490

Miscellaneous From-To:
Nearest City Name: Ocean Park
Project Zip Code (+4): 98640-3415

Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date
--- | --- | --- | --- | ---
P.E. | 7000 | 700 | 6,300 | 1/2018
R/W | | | | 
Const. | 150,000 | 150,000 | | 5/2018
Total | 157,000 | 700 | 156,300 | 

Description of Existing Facility (Existing Design and Present Condition)
Roadway Width: 12
Number of Lanes: 2

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
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 Drive, Pioneer Road, Cranberry Road, 227th Street, I Street, 30th Street, and Joe Johns Road.

Local Agency Contact Person
Michael Collins
Title: Director/County Engineer
Phone: 360-875-9368
Mailing Address
211 N Commercial Street
City: Raymond
State: WA
Zip Code: 98577

Project Prospectus
By: Approving Authority
Title: Director/County Engineer
Date: 

DOT Form 140-101
Revised 04/2015
Previous Editions Obsolete
### Type of Proposed Work

<table>
<thead>
<tr>
<th>Project Type (Check all that Apply)</th>
<th>Roadway Width</th>
<th>Number of Lanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Construction</td>
<td>varies</td>
<td>2</td>
</tr>
<tr>
<td>Path / Trail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reconstruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian / Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Geometric Design Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal Functional Classification</strong></td>
<td>□ Urban</td>
<td>□ Principal Arterial</td>
</tr>
<tr>
<td></td>
<td>□ Rural</td>
<td>□ Minor Arterial</td>
</tr>
<tr>
<td></td>
<td>□ NHS</td>
<td>□ Collector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Major Collector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Minor Collector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Local Access</td>
</tr>
<tr>
<td>Terrain</td>
<td>□ Flat</td>
<td>□ Flat</td>
</tr>
<tr>
<td></td>
<td>□ Roll</td>
<td>□ Roll</td>
</tr>
<tr>
<td></td>
<td>□ Mountain</td>
<td>□ Mountain</td>
</tr>
<tr>
<td>Posted Speed</td>
<td>varies</td>
<td>Others</td>
</tr>
<tr>
<td>Design Speed</td>
<td>varies</td>
<td>Agency</td>
</tr>
<tr>
<td>Existing ADT</td>
<td>varies</td>
<td>%</td>
</tr>
<tr>
<td>Design Year ADT</td>
<td>varies</td>
<td>100</td>
</tr>
<tr>
<td>Design Year</td>
<td>varies</td>
<td>%</td>
</tr>
<tr>
<td>Design Hourly Volume (DHV)</td>
<td>varies</td>
<td>%</td>
</tr>
</tbody>
</table>

### Performance of Work

<table>
<thead>
<tr>
<th>Preliminary Engineering Will Be Performed By</th>
<th>Others</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Construction Will Be Performed By</td>
<td>Contract</td>
<td>Agency</td>
</tr>
<tr>
<td></td>
<td>100</td>
<td>%</td>
</tr>
</tbody>
</table>

### Environmental Classification

- [ ] Class I - Environmental Impact Statement (EIS)
- [ ] Class II - Categorically Excluded (CE)
- [ ] Class III - Environmental Assessment (EA)
- [ ] Project Involves NEPA/SEPA Section 404 Interagency Agreement
- [ ] Projects Requiring Documentation (Documented CE)
- [ ] Project Involves NEPA/SEPA Section 404 Interagency Agreements

### Environmental Considerations

There are no environmental considerations for this project of signing/delineation placement.
### Right of Way

<table>
<thead>
<tr>
<th>Yes</th>
<th>No Right of Way Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>* All construction required by the contract can be accomplished within the exiting right of way.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Right of Way Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>No Relocation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Relocation Required</td>
</tr>
</tbody>
</table>

### Utilities

<table>
<thead>
<tr>
<th>Yes</th>
<th>No utility work required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All utility work will be completed prior to the start of the construction contract</td>
</tr>
<tr>
<td></td>
<td>All utility work will be completed in coordination with the construction contract</td>
</tr>
</tbody>
</table>

### Railroad

<table>
<thead>
<tr>
<th>Yes</th>
<th>No railroad work required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All railroad work will be completed prior to the start of the construction contract</td>
</tr>
<tr>
<td></td>
<td>All the railroad work will be completed in coordination with the construction contract</td>
</tr>
</tbody>
</table>

### Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utilities will be identified and any relocation needed will be adjusted prior to the construction.

### FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes ☐ No ☑

### Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency: County of Pacific - Board of County Commissioners

By: ___________________________

Mayor/Chairperson

---

DOT Form 140-101
Revised 04/2015

Previous Editions Obsolete
Accept resignation of Chad Read, North County Leadperson, effective April 4, 2018 and approve advertisement internally and externally and appointment for vacant Leadperson North County position.
Accept resignation of Frank Hodel, Road Maintenance Technician II, effective April 30, 2018, and approve request to post, advertise and hire vacant position, in accordance with Section 2.22 Hiring Process of the Personnel Policy, 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 #: 13

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 ☐ 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: Department of Public Works

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

DIVISION (if applicable):

PHONE / EXT:

SIGNATURE: __________________________ DATE: 4/13/18

NARRATIVE OF REQUEST

Request to approve FMLA leave for a DPW employee, this leave will be intermittent with an expiration date of April 10, 2019. Please also approve to ask for donated time.

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 April 10, 2019.
AGENDA REQUEST FORM

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

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

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.

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Department of Public Works</th>
<th>DIVISION (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Mike Collins, Director/County Engineer</td>
<td>PHONE / EXT:</td>
</tr>
</tbody>
</table>

SIGNATURE: [Signature]

DATE: 4/14/18

NARRATIVE OF REQUEST

Request to approve FMLA leave for DPW employee, effective April 1, 2018 for 3 months. Please also approve to ask for donated time.

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

Approve Family Medical Leave for a qualifying event and authorize Leave Credit Transfers with an assigned expiration date of July 1, 2018
15

Approve Memorandum of Understanding with Providence Health and Services-WA d/b/a Providence St. Peter Hospital and Sexual Clinic & Child Maltreatment Center for the use of space and minimal medical equipment at the Health Department for sexual assault exams, subject to adequate budget appropriations.

AGENDA REQUEST FORM

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

BOCC ACTION:  

☐ APPROVED  ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: ____________________________

☐ CONTINUED TO DATE: ____________________________  TIME: ____________________________

☐ OTHER: __________________________________________________________

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court

☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer

☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt

☐ Civil Service  ☐ Health  ☐ SDC  ☐ WSU Ext.

☐ DCD  ☐ Juvenile  ☐ Sheriff  ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goetz, Director  PHONE / EXT: 2644

SIGNATURE: ____________________________  DATE: 3/27/18

NARRATIVE OF REQUEST

Request the Board review, approve and sign the attached Memorandum Of Understanding with Providence Health and Services-WA d/b/a Providence St. Peter Hospital and Sexual Clinic & Child Maltreatment Center. This MOU will allow Providence to perform exams on potential victims of sexual assault at the health department. This has been reviewed by the Prosecuting Attorney’s office. No funds will be expended on the part of the health department other than providing the space and a PHN, which will be covered by current FTE’s. No supplemental will be needed.

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

Approve Memorandum of Understanding with Providence Health and Services-WA d/b/a Providence St. Peter Hospital and Sexual Clinic & Child Maltreatment Center for the use of space and minimal medical equipment at the Health Department for sexual assault exams, subject to adequate budget appropriations.

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

Between

Pacific County

and

Providence Health & Services – WA
d/b/a Providence St. Peter Hospital Sexual Clinic & Child Maltreatment Center

Pacific County through its Public Health and Human Services Department ("PCHHD") wants to provide an exam room and other necessary space to allow Providence Health & Services- Washington d/b/a/ Providence St. Peter Hospital Sexual Assault Clinic & Child Maltreatment Center ("Providence") to provide sexual assault services in Pacific County. Providence seeks to provide such service in Pacific County.

PCHHD agrees to provide an exam room and minimal medical equipment to be used for the purposes of Sexual Assault exams as needed, on a schedule, and to the extent agreed upon by both Providence and PCHHD. PCHHD will provide a colposcope for use during the exams, to remain on the premises of PCHHD for the duration of this agreement. PCHHD will also provide available office space for Providence staff to use while they are on the premises. Providence will supply the miscellaneous equipment and supplies needed to perform the exam.

Providence will perform Sexual Assault exams on the premises of PCHHD on an “as needed” basis using the exam room identified by PCHHD. The exam will be scheduled so that PCHHD can assure no conflict in the use of the exam room. Providence staff will be providing all services associated with the exam. A PCHHD nursing staff member will be available to assist with the pre-exam vital signs, which may include height, weight, blood pressure, or other pertinent measurements depending on the child’s age. The PCHHD nursing staff will also be present during the exam by the Providence provider to assist as needed. The PCHHD staff will not be responsible for the interview nor the exam.

The term of this agreement will begin on _____________ and be concurrent with the agreement between Providence and _____________________ or any renewal to provide Sexual Assault services. Either party may terminate this agreement with or without cause and without penalty upon 30 days’ prior written notice.

The parties agree that each is an independent contractor of the other and does not intend to create a partnership, joint venture, or employment relationship. Further, no fees shall be charged or paid for the services or provision of resources herein described. Providence shall bill either the Crime Victims Compensation fund or the patient’s primary insurance for the services.

Each Party in accepting this Agreement agrees to indemnify and protect and save harmless the other Party, its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), negligent act(s) or omission(s), or strict liability of that Party or its employees, agents, successors, or assigns.

Without limiting Providence’s indemnification of Pacific County, and prior to commencement of this Memorandum of Understanding, Providence shall obtain, provide and maintain during the term of this Memorandum of Understanding, policies or insurance of the type and amounts described below and in a form satisfactory to Pacific County. Such insurance coverage may be provided through a program of self-insurance.

1. **General Liability Insurance.** General liability insurance with not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Reviewed 1/24/18
2. **Professional Liability (Errors & Omissions) Insurance.** Professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Memorandum of Understanding and Providence agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Memorandum of Understanding.

3. **Workers’ Compensation Insurance.** Providence shall, at its own expense, maintain Workers’ Compensation Insurance (statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

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

**PASSED** by the following vote this ______ day of ________________, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

---

**Providence Health & Services – WA**  
d/b/a Providence St. Peter Hospital Sexual Clinic & Child Maltreatment Center

---

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

---

**Lisa Olsen, Chair**  

---

**Frank Wolfe, Commissioner**  

---

**Lisa Ayers, Commissioner**

---

**ATTEST:**

---

**Marie Guernsey, Clerk of the Board**

---

**APPROVED AS TO FORM:**

---

**Pacific County Prosecutor’s Office**  
WSBA#  

Reviewed 1/24/18
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #:  16
Initial:  Date:

□ 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  □ WSU Ext.

□ OCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:  Health  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P Goetz, Director  PHONE / EXT: 2644

SIGNATURE:  

DATE: 4-4-18

NARRATIVE OF REQUEST

Request the board review and approve the Director to sign the new customer application to establish an account with Cooper Surgical. This is the company that we will purchase the Colposcope from. This piece of equipment will be used by the Provider from Providence that will be performing the colposcopy’s for the Children Advocacy Center. In order to purchase from them we need to set up an account.

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

Approve the new customer application to establish an account with Cooper Surgical and authorize Director to sign
NEW CUSTOMER APPLICATION

Please complete and fax back to 1-800-262-0105 to establish an account

Billing Address:  
Name: Pacific County Public Health  
Address: PO Box 26  
Cty, State, Zip: South Bend WA 98586  
A/P Contact: Mary Goetz, Director  
Alt. Contact: Kathy Lang treating  
Electronic Invoicing: [X] Check box to receive invoices electronically via e-mail instead of USPS mail.  
Electronic Invoicing E-Mail Address: mgoetz@co.pacific.wa.us  

Shipping Address:  
Name: Pacific County Public Health  
Address:  
Cty, State, Zip: South Bend WA 98586  
Phone# 360.875.9343  
Fax# 360.875.9323  

Corporation GLN #  
Sole Prop. (Global Location Number)  

Type of Business:  
[X] Physician  
[ ] Clinic  
[ ] Government  
[ ] Hospital  
[ ] Pharmacy  

Medical License Validation:  
Primary Physician/Pharmacist: Dr. James Edstrom.  
Medical/Pharmacist License #: MD 000 110 13  
Physician/Pharmacist Signature:  

Tax Status:  
[X] Taxable  
[ ] Tax Exempt Certificate Attached (Please Attach Certificate)  
[ ] Resale (Please Attach Certificate)  

Applicant agrees to pay all items within the terms granted, and if upon default, agrees to pay applicable interest or service charges, and/or collection costs associated with the debt, including reasonable attorney’s fees. The undersigned warrants that all information provided is true and correct, and hereby grants authorization to verify information by checking past credit history and investigate references to determine credit worthiness.  

Signature: Dr. James Edstrom  
Printed Name: James Edstrom  
Date: 4/3/18  

PERSONAL GUARANTY

In consideration of credit being extended by CooperSurgical, Inc. to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, corporation or any other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to make the faithful payment, when due, of all accounts of said applicant for purchases made. Any termination of this guaranty shall be in writing and delivered to CooperSurgical, Inc., 55 Corporate Drive, Trumbull, CT 06611, USA, ATTN: CREDIT MANAGER

Termination notice shall not discharge guarantor’s obligation as to debts incurred to date of termination. This guaranty shall be binding upon and signature to the benefit of the parties, their successors, assigns and personal representatives.

Signature:  
Printed Name:  
Date:  

CooperSurgical, Inc.  
55 Corporate Drive, Trumbull, CT 06611  
Phone 1-800-243-2974  Fax 1-800-262-0105  

FormCUS-004 Rev. C
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 17
Initial: __________________ Date: __________________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: __________________

☐ CONTINUED TO DATE: __________________ TIME: __________________

☐ OTHER: __________________

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt

☐ Civil Service ☐ Health ☐ SDC ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ Sheriff ☐ Other

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

REQUESTED MEETING DATE: 4/10/2018

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director PHONE / EXT: 2648

SIGNATURE: __________________ DATE: 4/3/18

NARRATIVE OF REQUEST

Request to advertise hiring for the Drug-Free Communities (DFC) coordinator. The coordinator will replace Carly Castaneda, who is resigning on August 24, 2018. This will allow for one month overlap in staff to train a new coordinator. Salary and benefits for two staff members for that period of time is fully funded with our Drug-Free Communities grant.

We are requesting to submit an ad to Chinook Observer by April 13, which will publish April 18, and end on May 7. By mid-May we will select candidates for interview and schedule interviews by the end of May. In June, we will interview candidates and offer a position by the end of the month. Approval for hire will come to BOCC in early July, giving the candidate enough time to provide a two-week notice to start August 1.

Please contact me if you have any questions (ext 2648).

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

Accept resignation of Carly Castaneda, Human Services Program Specialist, effective August 24, 2018, and approve request to post, advertise and hire vacant position, in accordance with Section 2.22 Hiring Process of the Personnel Policy, 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  □_DENIED TO:
□ CONTINUED TO DATE:  □ TIME:
□ OTHER:

DISTRIBUTION LIST:
□ RF  □ Assessor  □ DPW
□ CF  □ Auditor  □ PCEMA
□ SEA  □ Clerk  □ Health
□ Civil Service  □ Juvenile  □ SDC
□ DCD  □ NDC  □ Sheriff
□ Superior Court  □ Treasurer
□ Treas  □ Veg Mgmt
□ Legal Req

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: Juvenile Court Services  DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott Jacot, Juvenile Court Administrator  PHONE / EXT: 2253

SIGNATURE:  DATE: 3/23/18

NARRATIVE OF REQUEST

I am requesting that the BOCC sign the contract for Functional Family Therapy with Nelita Wallingford, who is our current provider. The term of the next contract is 5/31/18 to 5/31/20. State contract dollars are used to pay for this required service.

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

Approve Functional Family Therapy Contract with Nelita Wallingford, effective May 31, 2018 to May 31, 2020, subject to adequate budget appropriations.

Revised 2/2015
Exhibit A to Contract/Agreement/Grant Review Policy
CONTRACT FOR FUNCTIONAL FAMILY THERAPY

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the “COUNTY”, and Nelita Wallingford, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, the COUNTY desires that the CONTRACTOR, perform and provide certain services that require specialized skills, abilities, and certification; and

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the services set forth hereafter in this agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Agreement.

The responsibilities of the CONTRACTOR shall include providing Functional Family Therapy, hereinafter referred to as “FFT” to juveniles who have been referred by the Pacific County Superior Court Juvenile Division. The CONTRACTOR will be FFT certified as a provider and will maintain certification while providing services to the COUNTY. Services will be provided on a case-by-case referral basis. The Juvenile Court Services Division is under no obligation to refer any cases to the CONTRACTOR and is free to refer cases to persons other than the CONTRACTOR. The CONTRACTOR may refuse to accept a case that is referred for services.

The CONTRACTOR shall submit monthly reports for each youth and family within 14 days of the end of each month.

Therapy shall be provided at the youth's home, or a public setting.

The CONTRACTOR shall meet with the youth and family weekly for 9 to 14 weeks.

The CONTRACTOR will meet with the Juvenile Court staff for case consultation and will be available by phone for additional consultation.

Prior to services being initiated the CONTRACTOR will receive a written referral for services.

DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS

The CONTRACTOR shall document hours of professional service to the satisfaction of the Pacific County Superior Court Juvenile Division.

The CONTRACTOR shall maintain necessary files to document compliance with each of the tasks and responsibilities set forth hereinafore.

CONTRACT FOR FUNCTIONAL FAMILY THERAPY - 1

03/2018
SUBCONTRACTORS

If the CONTRACTOR utilizes subcontractors for the provision of services under this Contract, the CONTRACTOR will maintain sufficient documentation to verify that the subcontractor meets all the requirements under this Contract. In NO event shall the existence of a subcontract release or reduce the liability of the CONTRACTOR for any breach of performance.

The CONTRACTOR will notify the COUNTY of who the subcontractor is and what qualifications they have prior to the subcontractor providing services. The CONTRACTOR must have written approval from the COUNTY before subcontracting any performance of this contract.

DURATION OF AGREEMENT

The term of this Agreement shall be effective as of 05/31/2018. The Agreement will terminate on 05/31/2020, unless the Agreement is mutually extended by the parties in writing.

COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall compensate the CONTRACTOR for the services performed under this Agreement as follows:

The CONTRACTOR shall be paid as follows upon submission of appropriate billing:

a. $2,650 per successfully completed referred case, to be paid at completion of services.

b. If the Contractor accepts a single referred case and is not providing services at the time for any other case, the total is $3,680 with $1,840 to be paid at the initiation of services and $1,840 to be paid at the completion of services.

c. $200 per completed week for cases terminated prior to completion of services.

d. If a case is terminated prior to services being provided for the initiation of services cost the difference will be subtracted from the cost of a completed case.

e. If a verified family appointment that has been scheduled is not kept by the family and the contractor has traveled to provide services for the appointment the contractor shall be compensated up to a maximum of $200. The exact amount will be determined by the Juvenile Court Administrator who will consider, but not be limited to, whether the contractor was able to provide services to any other families on the day the appointment was not kept.

f. $200 per week for interventions that are incomplete at the termination of this contract.

g. $50 per hour for interpreter services that are provided.
Appropriate billing shall include:

1. Date referral received.
2. Dates of services provided to juvenile and family.
3. Completion of services or non-completion of services.
4. Name(s) of Juvenile receiving services.

The CONTRACTOR agrees that he/she is an independent contractor with the COUNTY, and not an employee of the COUNTY for the purposes of performing the contractual duties specified herein. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is performing his/her duties under this contract as an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Agreement.

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

**COMPLIANCE WITH LAWS**

The CONTRACTOR, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, and administrative codes, including standards for licensing, certification, and operation of facilities and programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Agreement to assure quality of services.

**NON DISCRIMINATION IN SERVICE**

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right.

**PUBLIC RECORDS ACT**

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

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

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

PUBLIC RECORDS ACT to be included in RFP'S/BIDS

The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory exemptions. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder.

OWNERSHIP

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

CONTRACT FOR FUNCTIONAL FAMILY THERAPY - 4

03/2018
INDEMNIFICATION/HOLD HARMLESS

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

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

3. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

INSURANCE

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

1. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

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

3. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

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

4. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

**ATTORNEY’S FEES/COST OF SUIT AND VENUE**

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

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

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

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

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

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

CONTRACT PROVISIONS

Payments due to the Provider/Contractor under this Agreement are expressly conditioned upon the Provider's/Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Provider/Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider/Contractor.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

this 23 day of March, 2018.

CONTRACTOR

[Signature]

Name

3/23/18

Date

Marie Guernsey, Clerk of Board

Date

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

CONTRACT FOR FUNCTIONAL FAMILY THERAPY - 7
03/2018
Approve Homeland Security Grant Program Agreement #E18-157 to support efforts to prevent terrorism and other catastrophic events, effective September 1, 2017 to August 31, 2019, subject to adequate budget appropriations and authorize Chair to sign.
## Washington State Military Department

### HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

<table>
<thead>
<tr>
<th>1. Subrecipient Name and Address:</th>
<th>2. Grant Agreement Amount:</th>
<th>3. Grant Agreement Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Emergency Management Agency 300 Memorial Drive / P.O. Box 27 South Bend, WA 98586-0027</td>
<td>$15,153</td>
<td>E18-157</td>
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</table>

<table>
<thead>
<tr>
<th>4. Subrecipient Contact, phone/email:</th>
<th>5. Grant Agreement Start Date:</th>
<th>6. Grant Agreement End Date:</th>
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<tbody>
<tr>
<td>Scott McDougall, (360) 875-9338 <a href="mailto:smcdougall@co.pacific.wa.us">smcdougall@co.pacific.wa.us</a></td>
<td>09/01/2017</td>
<td>08/31/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Zoe Choate, (253) 512-7461 <a href="mailto:zoe.choate@mil.wa.gov">zoe.choate@mil.wa.gov</a></td>
<td>084604016</td>
<td>354-000-662</td>
</tr>
</tbody>
</table>

### 10. Funding Authority:

**Washington State Military Department** (the "Department") and the U.S. Department of Homeland Security (DHS)

### 11. Federal Funding Identification #: EMW-2017-SS-00101-S01

### 12. Federal Award Date: 08/31/2017

### 13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.067 - HSGP (17HSP)

### 14. Total Federal Award Amount: $13,204,851


### 16. TIN: N/A

### 17. Service Districts:

<table>
<thead>
<tr>
<th>BY LEGISLATIVE DISTRICTS:</th>
<th>35</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY CONGRESSIONAL DISTRICTS:</td>
<td>6</td>
</tr>
</tbody>
</table>

### 18. Service Area by County(ies): Pacific

### 19. Women/Minority-Owned, State Certified? X / N/A □ NO □ YES, OMBWE #□

### 20. Agreement Classification

<table>
<thead>
<tr>
<th>□ Personal Services</th>
<th>□ Client Services</th>
<th>X Public/Local Gov't</th>
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</thead>
<tbody>
<tr>
<td>□ Research/Development</td>
<td>□ A/E</td>
<td>□ Other____________</td>
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### 21. Contract Type (check all that apply):

<table>
<thead>
<tr>
<th>□ Contract</th>
<th>X Grant</th>
<th>X Agreement</th>
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</thead>
<tbody>
<tr>
<td>□ Intergovernmental (RCW 39.34)</td>
<td>□ Interagency</td>
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</table>

### 22. Subrecipient Selection Process:

<table>
<thead>
<tr>
<th>X &quot;To all who apply &amp; qualify&quot;</th>
<th>□ Competitive Bidding</th>
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</thead>
<tbody>
<tr>
<td>□ Sole Source</td>
<td>□ A/E RCW</td>
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<tr>
<td>□ Filed w/OFM?</td>
<td>□ Advertised?</td>
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### 23. Subrecipient Type (check all that apply):

<table>
<thead>
<tr>
<th>□ Private Organization/Individual</th>
<th>X Public Organization/Jurisdiction</th>
<th>□ For-Profit</th>
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</thead>
<tbody>
<tr>
<td>□ X CONTRACTOR</td>
<td>□ SUBRECIPIENT</td>
<td>□ OTHER</td>
</tr>
</tbody>
</table>

### 24. PURPOSE & DESCRIPTION:

The purpose of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 17HSGP Award EMW-2017-SS-00101-S01, which is incorporated in and attached hereto as Attachment 1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient’s Scope, Schedule, and Budget for the subaward are detailed in Attachment 2.

### IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet, Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Scope, Schedule, and Budget
4. Special Terms and Conditions
5. General Terms and Conditions, and,

### WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

**FOR THE DEPARTMENT:**

**Signature**

Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

**Signature**

Lisa Olsen, Chairperson
Pacific County Board of County Commissioners

**Date**

Boilerplate Approved to Form:

Signature on File (10/26/2017)
Brian E. Buchholz, Assistant Attorney General

**Signature**

 Applicant's Legal Review

**Date**

Form 09/09/2015 mill

**DHS-FEMA-HSGP-SHSP-FFY17**

Page 1 of 34  Pacific County, E18-157
Board of Pacific County Commissioners  
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA  
98586 Phone 360/875.9337 * Fax 360/875.9335  

AGENDA REQUEST FORM  

AGENDA REQUEST FORM  

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

AGENDA ITEM#: 20  
Initial: Date:  

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS  

NO ACTION TAKEN/WITHDRAWN  

CONTINUED TO DATE:  

OTHER:  

DISTRIBUTION LIST:  

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

AGENDA ITEM REQUEST  

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

DEPARTMENT/OFFICE: Commissioners Office  
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board  
SIGNATURE:  
DATE: 3/29/2018  

DIVISION (if applicable): Bds/Coms  
PHONE / EXT:  

NARRATIVE OF REQUEST  

Natalie Hanson and Amy Kredlo have resigned from the Olympic Area Agency on Agency (OAAA). OAAA has received two applications; Eldred Gilpin of Long Beach and Darlene Smith of Raymond. On January 26, 2018, an OAAA interview Committee (Denny Evans and Jody Moss), spoke with both applicants. It was the unanimous choice of the committee to recommend both Eldred and Darlene for positions on the Advisory Council. At the March 20, 2018 Advisory Council meeting, the Advisory Council to recommended that the Commissioners appoint Eldred Gilpin and Darlene Smith to the Advisory Council for three year terms.  

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

Acknowledge resignation of Natalie Hanson and Amy Kredlo from the Olympic Area Agency on Aging and approve the appointment of Eldred Gilpin and Darlene Smith to the vacant positions for three year terms.
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 21

Initial: __________________________ Date: __________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________ TIME: __________

□ OTHER: __________________________

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior 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: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE: __________________________ DATE: 3/30/2018

NARRATIVE OF REQUEST

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

(Motion on the following page)
Approve the appointment of WRIA #24 – Lead Entity Technical Advisory Group members:

   Marcus Reaves, WDFW
   Terri Butler-Bates, Willapa National Wildlife Refuge
   Key McMurry
   Sam Giese
   Lyle Jennings, WDFW

Approve the appointment of WRIA #24 – Lead Entity Citizens Committee members:

   REPRESENTING
   Allan Longhead      Agricultural interests      Marlisa Dugan, Citizen
   Tim Morris          Business Interest             
   Jeff Nesbitt       County                         
   Michael Spencer    Other Habitat Interests       
   Mike Nordin        Conservation District         
   Bob Lake           Reg Fisheries Enhance Group     
   Mike Cassinelli    Cities (Ilwaco recommendation)

Approve the appointment of Marine Resource Committee members:

   REPRESENTING
   Key McMurry        Science or Business            
   Mike Cassinelli    Cities (Ilwaco recommendation) 
   Jeff Nesbitt      Local Government              
   Michael Spencer   Recreational Group             
   Mike Nordin       Conservation District          
   Ann LeFors        Citizen (Alternate)            
   Brian Sheldon     Aquaculture                   
   Kevin Decker      Economics                     
   Tom Kollasch      Conservation/Environmental    
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): Risk

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: Kathy Spoor

DATE: 4/3/18

NARRATIVE OF REQUEST

Attached for your information is the 2018 annual risk pool on-site visit report. Each year they choose a facility or two to tour. This year we toured at the courthouse and the fairgrounds. The report includes some recommendations for consideration.

I have also attached reports generated by the Pool regarding type, frequency and severity of claims over the past three years. There are also graphs for the same information for the all claims managed by the Pool for the same time period for comparison. Generally the pattern of our claims mirrors that of the Pool.

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

Move to acknowledge receipt of the 2018 Annual Washington Counties Risk Pool Loss Control On-Site Report.
WCRP Loss Control On-Site:
Analysis & Conclusions

WCRP Member: Pacific County
Date of Visit: March 14, 2018
Date of Report: March 22, 2018

Purpose

The mission of the Washington Counties Risk Pool (WCRP), and particularly the Loss Control Department, is to “...reduce the frequency and severity of losses...” for the entire WCRP and its membership.

To carry out this mission, the WCRP Loss Control Coordinator visits, at least annually, with the County’s appointed Risk Manager. This visit provides the opportunity to review and discuss the continuing risk management efforts being made by the Pool and the County, and to partner in identifying and addressing risk and exposure, the reduction or elimination of which benefits both the County and the WCRP Membership.

Overview

As a long-time member of the Washington Counties Risk Pool (WCRP), Pacific County has committed to reducing losses by supporting loss control management processes, including participation in this annual review of the County’s risk management program.

On March 14, Kathy Spoar, appointed Risk Manager, met with Jill Lowe, WCRP Loss Control Coordinator, discussing the risk management efforts and priorities of Pacific County. Claims reported during 2015, 2016 and 2017 were discussed.

General County Risk Management

Description

Ms. Spoar is the County Administrator and the appointed Risk Manager and Claims Administrator. She meets WCRP’s Advanced Risk Manager and Claims Administrator education requirements. Ms. Spoar is an active participant in the WCRP Board and Risk Management Committee and understands the risks posed by the many different aspects of county government.

Analysis

<table>
<thead>
<tr>
<th>Observed</th>
<th>Notes</th>
<th>Recommended Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORE 360 Training</td>
<td>✓ The County will soon be implementing CORE 360 training for appropriate county employees.</td>
<td>Contact Hanna Braennstroem at WCRP if assistance with this program is needed.</td>
</tr>
<tr>
<td>New Sick Leave Law</td>
<td>✓ Changes were made in Lexipol to be consistent with the new sick leave rules that became effective on January 1, 2018.</td>
<td>Continue to ensure that Lexipol policies meet Washington State regulations.</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Jail Medical Contract</td>
<td>✓ The County is working on revising the Jail Medical contract with the medical provider.</td>
<td>Samples of indemnity language have been provided as requested.</td>
</tr>
<tr>
<td>Claims Handling</td>
<td>✓ All claims are submitted to the Pool.</td>
<td>Continue to submit claims as requested by WCRP.</td>
</tr>
</tbody>
</table>

**Conclusion**

Pacific County Risk Management appears to be aware of programs and regulations posing a risk to the County and is pro-active in addressing liability related issues.

**Courthouse On-Site Visit**

**Description**

The Pacific County Courthouse was built in 1910 and appears to be well maintained both inside and outside. The North District and Superior Courts, Assessor, Auditor, Prosecutor/Coroner and Treasurer are all located in the Courthouse.

**Analysis**

<table>
<thead>
<tr>
<th>Observed</th>
<th>Notes</th>
<th>Recommended Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>GR36 – Enhanced Court Security</td>
<td>✓ This rule is intended to encourage incident reporting and well-coordinated efforts toward basic security and safety in Washington State courts. ✓ Camera's in the courthouse are being updated. ✓ The Courthouse Safety Committee has been revitalized.</td>
<td>Once the enhanced cameras are installed, ensure that they will not be used in a way that is contrary to public trust. If indicated, develop a policy and train toward that policy.</td>
</tr>
<tr>
<td>Signage</td>
<td>✓ New signage has been installed stating cameras are in use.</td>
<td>Continue to update signs as needed.</td>
</tr>
</tbody>
</table>

New Signage Outside Courthouse  
Spiral Staircase  
Camera Outside Courtroom
Conclusion

The courthouse poses challenges to staff who are limited in the structural changes they can make but still need to accommodate technology and liability related needs.

Fairgrounds On-Site Visit

Description

The fairgrounds are located six miles out of town. When the fair isn’t in operation, the grounds are used by community and private organizations for special events. During the winter, rental space for RV’s, boats and cars is available for storage. Camping sites are available during the fair and during some events held at the fairgrounds.

Analysis

<table>
<thead>
<tr>
<th>Observed</th>
<th>Notes</th>
<th>Recommended Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bleachers</td>
<td>✓ The bleachers face toward the horse arena but may also be used for events such as concerts or races.</td>
<td>Ensure that bleachers meet CPSC Pub. No. 330 Guidelines.</td>
</tr>
<tr>
<td>Concessionaire Insurance Requirements</td>
<td>✓ Insurance is required for Pacific County Fair concessionaires. ✓ Certificate of Insurance must be provided prior to start of Fair.</td>
<td>Continue to ensure that concessionaires provide proof of insurance.</td>
</tr>
</tbody>
</table>

Conclusion

The fairgrounds appear to be in good condition. Improvements are made as budgets allow.
Follow-up to 2017 Annual Loss Control Visit Recommendations

✓ Hold harmless language is being added to the Volunteer Confidentiality Agreement.
✓ A corrections officer attended Use of Force (UOF) training at the Criminal Justice Training Center and will be teaching other deputies in UOF.
✓ Bruceport Park
  o A new policy regarding camping registration and the number of dates campers can stay was adopted.
✓ North County Shop
  o Additional “No Public Entry” signs have been posted.
  o Public Works met with Transit regarding locking the gate at night. Procedures have been agreed upon.
  o All Public Works large equipment have had GPS installed.

Overall Analysis and Conclusion

Review the Consumer Product Safety Commission Publication #330 to ensure that the bleachers at the fairgrounds meet required safety standards.

Thank you for your participation in this loss control assessment. Please let me know if you have any questions or would like some loss control assistance.

Jill Lowe, WCRP Loss Control Coordinator

Date
**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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<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>
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<tr>
<td>☐ CONTINUED TO DATE:</td>
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<tr>
<td>☐ OTHER:</td>
<td></td>
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</table>

Agenda Item #: 23
Initial: ____________ Date: ____________

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

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Commissioners Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVISION (if applicable):</td>
<td></td>
</tr>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>SIGNATURE:</th>
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<th>DATE:</th>
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<tr>
<th>NARRATIVE OF REQUEST</th>
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</table>

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

Adopt Order in the matter of the distribution of the 2017 P.U.D. excise tax
BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

ORDER
IN THE MATTER OF THE DISTRIBUTION OF THE
2017 P.U.D. EXCISE TAX

WHEREAS, in accordance with RCW 54.28.090, each city or town shall receive not less than an amount equal to three-fourths of one percent of the gross revenues obtained by a district from the sale of electric energy within such incorporated city or town; and,

WHEREAS, the Public Utility District No. 2 of Pacific County provided the information to be used as the basis for determination of the amount to be paid to the cities and towns by letter dated April 2, 2018 as hereto attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners, County of Pacific, State of Washington, that Renee Goodin-Pacific County Treasurer, or her authorized deputy, is directed to distribute the 2017 P.U.D. Excise Tax as received from the State Treasurer as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>Revenues</th>
<th>Tax Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Ilwaco</td>
<td>$1,268,658.00</td>
<td>0.0075</td>
<td>$9,514.94</td>
</tr>
<tr>
<td>City of Long Beach</td>
<td>$2,226,876.00</td>
<td>0.0075</td>
<td>$16,701.57</td>
</tr>
<tr>
<td>City of Raymond</td>
<td>$4,181,658.00</td>
<td>0.0075</td>
<td>$31,362.44</td>
</tr>
<tr>
<td>City of South Bend</td>
<td>$1,458,130.00</td>
<td>0.0075</td>
<td>$10,935.98</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$68,514.92</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IT IS FURTHER ORDERED that as an operating deficit exists within the County General (Current Expense) Fund, the remaining sum shall be deposited in that Fund as it has been deemed most equitable, due to costs incurred by the County Elected Officers on behalf of the other taxing districts.

APPROVED this ________ day of ____________________, 2018.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ATTEST
Lisa Olsen, Chair

Marie Guernsey, Clerk of the Board
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 24

Initial: __________________ Date: __________________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: __________________

☐ CONTINUED TO DATE: __________________ TIME: __________________

☐ OTHER: __________________

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Vog 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: Commissioners Office DIVISION (if applicable): Bds/Coms

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

SIGNATURE: __________________ DATE: 3/30/2018

NARRATIVE OF REQUEST

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

Approve Technical Support Agreement with Efficiency, Inc. for a recording program used by Superior Court, both district courts and the Commissioners' Office, in the amount of $4,786.67 including sales tax, subject to adequate budget appropriations and authorize Chair to sign
Efficiency Inc. Technical Support Agreement

As an Efficiency, Inc. technical support contract customer, "Pacific County Commissioners" will receive (1) one-year from 06/22/18-06/21/19 (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service.
- **Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. excluding holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

**Rates for Chargeable Service Under Contract**

- Contract Hardware/Software On-Site Service Rate:
  $125.00 per hour on-site, plus $100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:
  Minimum shop charge is $125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:
  $125.00 per hour billed in 15 minute increments at $31.25.

**Please Note**

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of $185.00 per hour on-site, plus $100.00 per hour travel, parts and applicable expenses, during normal business hours.

__________________________________________  Karri Boerner  04/01/18
Customer Signature & Date  Efficiency, Inc. & Date

After signing please email back to Karri Boerner at karrib@eff-inc.com  Thank You!

Efficiency, Inc. 4742 42nd Ave SW #468, Seattle WA 98116
EFFICIENCY, INC.  
4742 42ND AVE SW #468  
SEATTLE, WA  98116  
206-768-2800

INVOICE #: 610418  
INVOICE DATE: 04/01/18  
TERMS: 2% DISCOUNT IF CHECK IS RECEIVED BEFORE 6/22/18  
PO #: MARIE GUERNSEY  
KELLI BUCHANAN

SOLD TO:  
CUSTOMER # 160055  
PACIFIC COUNTY COMMISSIONERS  
MARIE GUERNSEY/KELLI BUCHANAN  
PO BOX 187  
SOUTH BEND, WA  98586  
MGUERNSEY@CO.PACIFIC.WA.US  
KBUCHANAN@CO.PACIFIC.WA.US

SHIP TO:  
PACIFIC COUNTY COMMISSIONERS  
MARIE GUERNSEY  
1216 W ROBERT BUSH DR  
SOUTH BEND, WA  98586

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FTR ANNUAL MAINTENANCE AGREEMENT</td>
<td>$4,428.00</td>
</tr>
<tr>
<td></td>
<td>-RENEWAL DATE IS 06/22/18*</td>
<td></td>
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<tr>
<td></td>
<td>-SEE ATTACHED FOR DETAILS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-L.C. 2504  SALES TAX RATE 8.1%</td>
<td>358.67</td>
</tr>
<tr>
<td></td>
<td>TOTAL $4,786.67</td>
<td></td>
</tr>
</tbody>
</table>

*Payment must be received by the contract renewal date listed above to avoid cancellation of contract. Once a contract has lapsed, it will require an on-site inspection at customer expense before contract can be re-instated.
Customer has had a maintenance contract since 2005.
Accessories and supplies are excluded from maintenance agreement.
Equipment covered on maintenance agreement:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporter 5.2</td>
<td>UPGGR502E00401</td>
</tr>
<tr>
<td></td>
<td>UPGGR502E00402</td>
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<td>UPGGR502E00404</td>
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<td></td>
<td>021505C</td>
</tr>
<tr>
<td></td>
<td>021505D</td>
</tr>
<tr>
<td>AIM84 Mixer</td>
<td>02142005</td>
</tr>
<tr>
<td>MX4 Mixer</td>
<td>0451003LY</td>
</tr>
<tr>
<td></td>
<td>0451021LY</td>
</tr>
<tr>
<td></td>
<td>0451037LY</td>
</tr>
</tbody>
</table>

Amplifier

Should you have any questions, we can be reached at:
Office: 206-768-2800
Toll-Free: 888-768-2888
Fax: 206-768-2806
Sales: Frank Romero fromero@Eff-Inc.com
Service: Frank Romero fromero@Eff-Inc.com
Billing: Karri Boerner karrib@Eff-Inc.com
Owner: Jan Castle jcastle@Eff-Inc.com

Efficiency, Inc. is celebrating its' 64th year in business and we look forward to a continued relationship with your organization.

Renewals are subject to 2% annual increase.

Payment must be received by the contract renewal date listed above to avoid cancellation of contract. Once a contract has lapsed it will require an on site inspection at customers expense before contract can be re-instated.

Thank You,
Efficiency, Inc.
AGENDA REQUEST FORM

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

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

Subject to adequate budget appropriations

No action taken/withdrown

Deferred to:

Continued to date:

Other:

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** General Administration  
**DIVISION (if applicable):** Capital  
**OFFICIAL NAME & TITLE:** Kathy Spoor, CAO  
**PHONE / EXT:**  
**SIGNATURE:** Kathy Spoor  
**DATE:** 4/2/18

**NARRATIVE OF REQUEST**

Attached for your consideration in a grant with the Department of Archaeology and Historic Preservation for rehab of the exterior of the courthouse. The grant award is $331,900 and requires a dollar-for-dollar match. The match was anticipated at the time we prepared the grant application and was budgeted in the County's capital fund.

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

Move to approve Grant Number FY18-90006-003 with the Washington State Department of Archaeology and Historic Preservation in the amount of $663,800 with $331,900 being state grant funds and $331,900 being local match and authorize the Chair to sign, effective March 1, 2018 to June 30, 2019, subject to adequate budget appropriations.
GRANT AGREEMENT
Between
Washington State Department of Archaeology and Historic Preservation
And
Pacific County

Contact Person: Hannah Armitage (360) 586-3065
Grant No: FY18-90006-003
Grant title: County Courthouse Exterior Rehabilitation Project
Effective Date: 03-01-2018
Expiration Date: 06-30-2019

This agreement is made between the Washington State Department of Archaeology and Historic Preservation, hereinafter referred to as the DEPARTMENT, and Pacific County, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the grantee

A. The GRANTEE will perform or cause others to perform the work described in the “Scope of Work” (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in the attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.

B. The GRANTEE understands that the work called for under this agreement must conform to Washington State administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.

C. The GRANTEE agrees to comply with the restrictions concerning non-lobbying with appropriated funds. “No part of the money appropriated for this grant shall be used by the GRANTEE in any form of lobbying at any level of government, government employees or elected officials.

D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the
GRANTEE or of the DEPARTMENT should take exception to any expenditures by the
GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount
determined by the audit as due. In the event that the DEPARTMENT is required to institute legal
proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs
thereof, including reasonable attorney’s fees. When arranging for an audit, the DEPARTMENT
should contact:

Kathy Spoor  Tel: 360-875-9334
PO Box 6
South Bend, WA 98586
kspoor@co.pacific.wa.us

E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement
prior to seeking reimbursement as provided for in Section 2. a. Progress reimbursement requests
are allowable, no more frequently than monthly, and costs associated to the progress
reimbursement request must have been paid by GRANTEE prior to submittal of the progress
reimbursement request. When seeking reimbursement, the GRANTEE will submit a completed
reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit
of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks
and invoices, and other documents as may be requested by the DEPARTMENT. The
DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for
financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement
within forty-five days following completion of the work.

F. The GRANTEE agrees to provide the DEPARTMENT with a completion report. The GRANTEE
will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT
shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt
of this completion report.

G. The GRANTEE agrees that the “Budget” (Attachment 1) shall be a financial guide for the work
called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in
no way obligate the DEPARTMENT for a greater amount than that stipulated as DEPARTMENT
share. In the event that the GRANTEE should spend less than the budgeted amount on an object or
element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it
may terminate this agreement. The GRANTEE agrees to maintain records which will render an
accurate accounting by the elements or objects in the budget.

H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if
the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this
agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the
agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to
the DEPARTMENT within thirty (30) days of the effective date of termination, any payments
made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion
of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the
grant end date. GRANTEE acknowledges and understands that final products which do not
conform to the terms and conditions of this agreement or which do not meet the applicable
Secretary of the Interior’s Standards will not be reimbursed.
I. The GRANTEE agrees to submit a “Schedule for Project Completion” (Attachment 5) before beginning work under this agreement. Said schedule form shall list each element described in the “Scope of Work” and shall indicate the approximate date when completion of each can be expected.

J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.

K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under $25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.

L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.

M. State funds are the basis for this grant. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any state department or agency. Should for any reason the state funds, which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.

N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. GRANTEES’ obligation to indemnify, defend, and hold harmless includes any claim by GRANTEES’ agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEES’ or any 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.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for
payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

P. The GRANTEE, agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support, for all grant-related publications and public information materials including audio-visual and workshop materials.

Q. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

R. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's business Enterprise firms certified by OMWB.

S. The GRANTEE agrees to a 50/50 match of funds. Fifty percent (50%) being the full amount of the let grant amount, fifty percent (50%) being the match amount by the grantee. The GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to any match provided by GRANTEE.

DEPARTMENT: Grant Amount: $331,900.00 GRANTEE: Minimum Grant Match Amount: $331,900.00.

T. The GRANTEE, as a condition of receiving this grant, agrees to maintain the building to which this grant applies for a period of not less than five (5) years, in accordance with the Secretary of Interior’s Standards for the Rehabilitation of Historic Properties, and further agrees that all work performed as defined in the Scope of Work and Budget of this grant is done in accordance with the Secretary of Interior’s Standards for the Rehabilitation of Historic Properties. The GRANTEE further agrees that failure to adhere to this provision of this grant warrants cause for the DEPARTMENT to request full recovery or portions of those grant monies paid out to the GRANTEE as applies to this grant.

U. If the courthouse is designated as a local landmark through a Certified Local Government (CLG) program, the GRANTEE, as a condition of receiving this grant, agrees to submit project documents to the local historic preservation commission for project approval. The project receiving grant funds should only proceed once a Certificate of Appropriateness has been secured through the local process. This is in addition to the regular review provided by the DEPARTMENT.
Section 2. Responsibilities of the DEPARTMENT

A. The DEPARTMENT agrees to reimburse the GRANTEE the grant let amount of its actual authorized expenditures for the purpose of this agreement, provided:
   1. The Total paid by the DEPARTMENT shall not exceed the amount stipulated “Budget” (Attachment 1) as DEPARTMENT share.
   2. All expenditures were incurred between the beginning and ending dates of the grant.
   3. No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
   4. The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
   5. The GRANTEE has met all requirements contained in this agreement.
   6. The DEPARTMENT will accept as match expenditures presented by the GRANTEE on rehabilitation projects completed in accordance with the Secretary of Interior’s Standards for the Rehabilitation of Historic Properties that were completed on or after January 1 of the year 2016 and prior to the start date of this grant.

B. The DEPARTMENT agrees to requests from the GRANTEE for progress payments. (Section 1E.)

C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

Section 3. Attachments

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1 – “Budget”
Attachment #2 – “Scope of Work”
Attachment #3 – “General Terms and Conditions”
Attachment #4 – “State Form A19-1”
Attachment #5 – “Schedule for Project Completion”
Attachment #6 – “Competitive Negotiation and Small Purchases Contracting”

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing, agreed to and signed by all the parties, and attached hereto.
DEPARTMENT:

Allyson Brooks, Director

Date

GRANTEE:

Lisa Olsen, Chair – Board of Pacific County Commissioners

Date

Fed ID Number
AGENDA REQUEST FORM

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

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Initial: ___ Date: ___
Review: □ Clerk of the Board
        □ Risk Mgmt
        □ Legal Required

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

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: 3/30/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Intergovernmental Cooperation Agreement with the Pacific Conservation District in the amount of $7,500 to develop and implement programs for conservation management practices, in the amount of $2,500 to convene and manage the County's Natural Resources Board and in the amount of $500 for the annual science conference, subject to adequate budget appropriations, effective January 1, 2018 thru December 31, 2018

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

THIS AGREEMENT is made between Pacific County, a municipal corporation, hereinafter referred to as the “COUNTY” and Pacific Conservation District, a political subdivision of the State of Washington, hereinafter referred to as the “DISTRICT”.

WHEREAS, in accordance with RCW 89.08.341 any government agency of the state and any local political subdivision of the state is authorized to make arrangements with any district through contract, wherever it believes that such arrangements will promote administrative efficiency or economy; and

WHEREAS, any local agency or political subdivision of the state is authorized, within the limits of funds available to it, to contribute funds, equipment, property or services to any district; and to collaborate with a district in jointly planning, constructing, financing or operating any work or activity provided for in such arrangements; now, therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto HEREBY AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED BY THE DISTRICT

General Statutory Operations: The DISTRICT shall perform such services and accomplish such tasks as are necessary to develop and implement programs that will get the best resource conservation management practices with assistance and funding from the COUNTY. Such services include, but are not limited to, educating and assisting the public and landowners to improve the management of their property and natural resources. The DISTRICT shall keep the state and Pacific County fully informed concerning the status and progress of the preparation of their resource conservation programs and plans.

Natural Resources Board: The District shall convene and support the County’s Natural Resources Board. The District shall keep the County informed of natural resource board meetings and recommendations.

Marine Resource Committee Conference (MRC): The County shall provide funding to support the MRC annual science conference.

II. SERVICES AND FUNDING TO BE PROVIDED BY THE COUNTY

The COUNTY shall perform such services and accomplish such tasks and shall provide funding as set forth hereinafter, as necessary to assist the DISTRICT described hereabove.

III. DURATION OF AGREEMENT

The terms of this Agreement and the performance of the parties shall be deemed to have commenced the 1st day of January, 2018 and will terminate on the 31st day of December, 2018. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. FUNDING

General Statutory Operations Funding: The COUNTY shall provide the sum of seven thousand five hundred dollars ($7,500) to assist the DISTRICT in continuing its operations, as mandated by law. The funding set forth herein shall be provided to the DISTRICT and paid in one installment of $7,500. Payment will be processed following the approval of the contract by all parties.
Natural Resource Board Funding: The COUNTY shall provide the sum of two thousand five hundred dollars ($2,500) to assist the DISTRICT with convening and managing the County Natural Resource Board. The funding set forth within will be paid in four equal quarterly installments of six hundred and twenty five dollars ($625). Payments to be paid at the completion of each quarter.

Marine Resource Committee Conference Funding: The County shall provide the sum of five hundred dollars ($500) to assist the DISTRICT and the MRC in supporting its annual science conference. The funding set forth within will be paid in one lump sum payment at the completion of the conference.

V. REPORTING REQUIREMENT

The DISTRICT shall present an annual report to the COUNTY regarding the activities and accomplishments of the District.

The District shall present a quarterly report to the COUNTY regarding activities of the Natural Resource Board.

The District shall present to the COUNTY an invoice for payment and documentation that annual science conference was held.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

In addition to the books, records, and files required to be maintained by the DISTRICT as set forth above, the DISTRICT agrees to maintain books, records, and documents, and to employ accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The DISTRICT shall retain all books, records, documents, and other materials relevant to this Agreement three (3) years after its expiration or termination for any reason.

The DISTRICT agrees that the COUNTY or its designee shall have full access and right to examine any of said books, documents, and other materials at all reasonable times during said period.

VII. COMPLIANCE WITH LAWS

The DISTRICT, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, licensing of individuals and any other standards or criteria as described in the Agreement to assure quality of services.

VIII. INDEMNIFICATION/HOLD HARMLESS

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

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

c. Survival of District’s Indemnity Obligations. The DISTRICT agrees all DISTRICTS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

IX. INSURANCE

Without limiting the DISTRICT’S indemnification of COUNTY, and prior to commencement of this Contract, DISTRICT shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

a. General Liability Insurance. DISTRICT shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

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

c. Workers’ Compensation Insurance. DISTRICT shall, at its own expense, maintain Workers’ Compensation Insurance (statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

d. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow DISTRICT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. DISTRICT hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

The DISTRICT hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the DISTRICT from securing federal or state funds shall be cause for immediate termination of this Contract by the COUNTY.

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

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

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

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

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

c. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

XII. PUBLIC RECORDS ACT

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

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

XIII. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 7th day of March, 2018.

PACIFIC CONSERVATION DISTRICT

By 
Chair

By Allan, Treasurer
Secretary/Treasurer

DATED: 3-7-18

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board
Executive sessions.

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

(a)(i) To consider matters affecting national security;

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

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

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

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

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

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

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

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

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

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

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

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.
[ 2017 c 137 § 1; 2014 c 174 § 4; 2011 1st sp.s. c 14 § 14; 2010 1st sp.s. c 33 § 5; 2005 c 424 § 13; 2003 c 277 § 1; 2001 c 216 § 1; 1989 c 238 § 2; 1987 c 389 § 3; 1986 c 276 § 8; 1985 c 366 § 2; 1983 c 155 § 3; 1979 c 42 § 1; 1973 c 66 § 2; 1971 ex.s. c 250 § 11.]

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**

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**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

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<td>Marie Guemsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
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**SIGNATURE:**

**DATE: 3/29/2018**

**NARRATIVE OF REQUEST**

In accordance with RCW 36.72.075, the Public Notice for the Call for Bids for the Official County Newspaper and/or the Area-Specific Newspaper was issued on March 7, 2018 (5 weeks prior to the hearing). The notice was provided to the Chinook Observer, the Pacific County Press, the South Beach Bulletin and the Willapa Harbor Herald.

Open the public hearing.

Clerk will open the bids that are received.

Swear in those wishing to testify/comment.

Close hearing.

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

Award Call for Bids for Official County and Area Specific Newspaper to _________________ as the best and lowest bidder and authorize Clerk of the Board to prepare the 2018-2019 Printing Contract for consideration at the meeting of April 24, 2018

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy

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