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

Tuesday, April 24, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve Rainbow Valley Landfill Claims Vouchers
   Dragon Analytical Laboratory - $2,695
   City of Raymond - $1,450

B) Approve regular meeting minutes of April 10, 2018

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

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

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

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

**VOUCHER #** 2018-110

**APPROVAL DATE** 4/24/18

**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>
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<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
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<td>537</td>
<td>10</td>
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**TOTAL** 2695.00

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

[Signature]

Title

[Date] 4/17/18

Reviewed by:

[Signature]

Title

[Date] 4/17/18

**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
# Dragon Analytical Laboratory, Inc.

2818 Madrona Beach Rd NW
Olympia, WA 98502
360-866-0543

**Invoice**

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<tr>
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**Bill To**

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

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</table>

**Total**

Thank you for your order, we appreciate your business.

www.dragonanalyticalaboratory.com

Page 1
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 1015-17
APPROVAL DATE 4/24/18

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>
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<th>Description</th>
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<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
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|              |        | TOTAL               |      |     |          |          |     | 1450.00|

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.

Lamy Hale, PRES.  4/17/18
Signature  Title  Date

Reviewed by:

Signature  Title  Date

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

Chairperson, Local Board of Health
Pacific County, Washington  Date
CITY OF RAYMOND
230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

INVOICE

Customer
Name: RAINBOW VALLEY LANDFILL, INC.
Address: 114 AIRPORT ROAD
City: RAYMOND State WA. ZIP 98577

Date: 4/2/2018
Order No. 
Rep 
FOB 

<table>
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SubTotal $1,450.00
Shipping & Handling 
Taxes State $0.00

TOTAL $1,450.00

Payment Details
- [ ] Cash
- [ ] Check
- [ ] Credit Card

Name
CC # __________________________
Expires _______________________

Office Use Only

THANK YOU FOR YOUR BUSINESS!
MINUTES

9:00 AM
Tuesday, April 10, 2018
1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:03 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Scott McDougall, Emergency Management Director
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

None

PUBLIC COMMENT - None

CONSENT AGENDA (Items A-B)

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 Rainbow Valley Landfill Claims Vouchers; PUD #2 - $51.79, City of Raymond $1,900, Pacific County Treasurer $171.98, Royal Heights Transfer Station, Inc. - $2,459.52

Approve regular meeting minutes of March 27, 2018

MEETING CLOSED – 9:04 AM

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

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Amanda Bennett
Deputy Clerk of the Board

Lisa Ayers, Commissioner

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

Tuesday, April 24, 2018  
9:00AM  
or as soon thereafter as possible  
The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

AGENDA

Call to Order

Public Comment (limited to three minutes per person)

YEARS OF SERVICE

5 Years- Lisa Martindale (DCD)

CONSENT AGENDA (Items 1-7)

Department of Public Works

1) Approve Local Agency Agreement Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation re: Upper Naselle Road Resurfacing Project; authorize Chair and County Engineer to sign

Department of Community Development

2) Approve Amendment No. 1 to Contract No. 17-09770 with the Washington Department of Fish and Wildlife and authorize Chair to sign; Approve Amendment No. 1 to the Interlocal Agreement with the Conservation District

Health and Human Services

3) Approve Amendment No. 2 to Contract No. 1763-96209 with DSHS Division of Developmental Disabilities to provide employment services for adults with developmental disabilities

Boards and Commissions

4) Accept the resignation of Pacific County Marine Resources Committee Recreational Group Alternate member Buck Smith

5) Accept the resignation of Pacific County Marine Resources Committee Conservation/Environmental Group member Jeff McEntarffer

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.

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
6) Approve Vendor Claims; Warrants Numbered 141500 thru 141605 in the amount of $223,171.34
7) Approve regular meeting minutes of April 10, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
8) Consider approval of request to hire Richard Mark, Engineering Technician III, effective April 23, 2018
9) Consider approval of request to hire Connor McAllister, Road Maintenance Technician II South County, effective April 16, 2018
10) Consider approval of Access Permit and Liability Waiver and Release with John Hancock Life Insurance for use of the Deep River Bridge in Wahkiakum County
11) Consider approval of Facility Use Agreement for Spring Youth & Junior Retreat at Morehead Park

ITEMS REGARDING BOARD OF SUPERVISORS (FCZD #1)
12) Consider adoption of Resolution 2018-_______ in the matter of Setting a Policy for Removal of Private Access Structures Located in Drainages Maintained by Flood Control Zone District No. 1

ITEMS REGARDING HEALTH AND HUMAN SERVICES
13) Consider adoption of Resolution 2018-_______ in the matter of Setting Fees for Services Performed by the Pacific County Health and Human Services Department
14) Consider approval of Software and Services Agreement with Infrastructure; authorize Director to sign

ITEMS REGARDING BOARDS AND COMMISSIONS
15) Consider the appointment of Steve Rogers to the Human Services Advisory Board, effective immediately

ITEMS REGARDING GENERAL BUSINESS
16) Consider adoption of Proclamation establishing the month of May as Mental Illness Awareness Month
17) Consider acceptance of Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2018
18) Consider adoption of Resolution 2018-_______ in the matter of Sweeping Interest and Investment Returns into the General Current Expense Fund
19) Consider adoption of Resolution 2018-_______ amending the Pacific County Personnel Policy

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

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

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Pacific County is an Equal Opportunity Employer and Provider
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<tr>
<td>Lisa M. Martindale</td>
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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 #: 1

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: Department of Public Works

DIVISION (If applicable):

OFFICIAL NAME & TITLE: Director/County Engineer

PHONE / EXT:

SIGNATURE: __________________________

DATE: 4-11-18

NARRATIVE OF REQUEST:

Attached for execution is Local Agency Agreement Supplement No. 1 and Project Prospectus for the Upper Naselle Road Resurfacing Project MP 0.00 to MP 1.80 construction funds submittal.

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

Approve Local Agency Agreement Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation regarding Upper Naselle Road Resurfacing Project, authorize Chair and County Engineer to sign

Revised 8/2015

Exhibit A to Contract/Agreement/Grant/Review Policy
Local Agency Agreement Supplement

Agency
County of Pacific
Federal Aid Project Number STPR-F252(001)
Agreement Number LA 9255
Supplement Number 1
CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:
Project Description
Name Upper Naselle Road Resurfacing Project
Termini MP 0.00 to MP 1.60
Description of Work ✓ No Change
Length 1.60 miles

Reason for Supplement
Request Construction Funds.

Are you claiming indirect cost rate? ☐ Yes ✓ No
Project Agreement End Date 12/31/2019
Does this change require additional Right of Way or Easements? ☐ Yes ✓ No
Advertisement Date: 5/29/2018

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<td>r. Total Project Cost Estimate (q+r+s+t)</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td>270.00</td>
<td>1,730.00</td>
<td></td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (q+r+s+t)</td>
<td>507,000.00</td>
<td>507,000.00</td>
<td>68,445.00</td>
<td>438,555.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Agency Official
By
Title

Washington State Department of Transportation
By
Director, Local Program
Date Executed

DOT Form 140-041
Revised 05/2015
Page 1
VI. Payment and Partial Reimbursement
The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Federal Aid Project Number</th>
<th>Route</th>
<th>Prefix</th>
<th>Date</th>
<th>DUNS Number</th>
<th>Federal Employer Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>STPR-F252(001)</td>
<td>(</td>
<td></td>
<td>12/12/2017</td>
<td>084604016</td>
<td>91-6001356</td>
</tr>
<tr>
<td>Local Agency Project Number</td>
<td>CRP 1651</td>
<td>( WSDOT Use Only )</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th>CA Agency</th>
<th>Federal Program Title</th>
<th>Project Title</th>
<th>Start Latitude</th>
<th>End Latitude</th>
<th>Start Longitude</th>
<th>End Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Pacific</td>
<td>Yes</td>
<td>20.205 Other</td>
<td>Upper Naselle Road Resurfacing</td>
<td>N 46.3661</td>
<td>N 46.3717</td>
<td>W 123.7756</td>
<td>W 123.7460</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Termini From-To</th>
<th>Nearest City Name</th>
<th>Project Zip Code (+4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Route 4 North Valley Road</td>
<td>Naselle</td>
<td>98638-8543</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Begin Mile Post</th>
<th>End Mile Post</th>
<th>Length of Project</th>
<th>Route ID</th>
<th>Begin Mile Point</th>
<th>End Mile Point</th>
<th>City Number</th>
<th>County Number</th>
<th>County Name</th>
<th>WSDOT Region</th>
<th>Legislative District(s)</th>
<th>Congressional District(s)</th>
<th>Urban Area Number</th>
<th>Award Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>1.60</td>
<td>1.60</td>
<td>19690</td>
<td>0.00</td>
<td>1.60</td>
<td></td>
<td></td>
<td></td>
<td>Southwest Region</td>
<td>19</td>
<td>3</td>
<td>CWCOG</td>
<td>Local Forces</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Phase</th>
<th>Total Estimated Cost (Nearest Hundred Dollar)</th>
<th>Local Agency Funding (Nearest Hundred Dollar)</th>
<th>Federal Funds (Nearest Hundred Dollar)</th>
<th>Phase Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.E.</td>
<td>20,000</td>
<td>2,700</td>
<td>17,300</td>
<td>1/2018</td>
</tr>
<tr>
<td>R/W</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Const.</td>
<td>507,000</td>
<td>68,445</td>
<td>438,555</td>
<td>5/2018</td>
</tr>
<tr>
<td>Total</td>
<td>527,000</td>
<td>71,145</td>
<td>455,855</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width: 20 ft  
Number of Lanes: 2  
The existing Upper Naselle Road has distress.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

This Project will consist of pavement repairs, resurfacing with hot mix asphalt, shoulder widening, roadway striping and centerline pavement markers from State Route 4 to North Valley Road.

<table>
<thead>
<tr>
<th>Local Agency Contact Person</th>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael W. Collins</td>
<td>Director/County Engineer</td>
<td>360-875-9368</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>211 N Commercial Street</td>
<td>Raymond</td>
<td>WA</td>
<td>98577</td>
</tr>
</tbody>
</table>

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

DOT Form 145-101  
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>20</td>
<td>2</td>
</tr>
<tr>
<td>☐ Path / Trail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ 3-R</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>☐ 2-R</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>☐ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Bridge</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>☑ Rural</td>
<td>☐ Minor Arterial</td>
<td>☐ Urban</td>
</tr>
<tr>
<td>☐ NHS</td>
<td>☐ Collector</td>
<td>☐ Minor Arterial</td>
</tr>
<tr>
<td></td>
<td>☐ Major Collector</td>
<td>☐ Collector</td>
</tr>
<tr>
<td></td>
<td>☐ Minor Collector</td>
<td>☐ Major Collector</td>
</tr>
<tr>
<td></td>
<td>☐ Local Access</td>
<td>☐ Minor Collector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Local Access</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terrain</th>
<th>☐ Flat</th>
<th>☐ Roll</th>
<th>☐ Mountain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posted Speed</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Speed</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing ADT</td>
<td>547</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Year ADT</td>
<td>547</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Year</td>
<td>2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Hourly Volume (DHV)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Performance of Work**

- Preliminary Engineering Will Be Performed By: Others 100%
- Construction Will Be Performed By: Contract 100%

**Environmental Classification**

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

**Environmental Considerations**

The project work is considered exempt in accordance with WAC 173-420-110 - exempt projects (1) safety, preservation.
### Right of Way

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

### Utilities

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

### Railroad

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

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

### FAA Involvement

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is any airport located within 3.2 kilometers (2 miles) of the proposed project?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Remarks

The Upper Naselle Road Resurfacing Project is anticipated to be contained within the roadway prism.

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

Agency County of Pacific - Board of County Commissioners

Date

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

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

REQUESTED MEETING DATE:  
04/24/18

---

AGENDA REQUEST FORM

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

| BOCC ACTION: | ☐ APPROVED | ☐ DENIED | | | Agenda Item #: 2 | Initial: | Date: |
|--------------|------------|----------|---|-----------------|-------------|---------|

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN | ☐ DEFERRED TO: |

☐ CONTINUED TO DATE: | ☐ TIME: |

☐ OTHER: ____________________________

DISTRIBUTION LIST:

☐ RF | ☐ Assessor | ☐ DPW | ☐ PACCOM | ☐ Superior Court

☐ CF | ☐ Auditor | ☐ PCEMA | ☐ PC Fair | ☐ Treasurer

☐ SEA | ☐ Clerk | ☐ Health | ☐ Prosecutor | ☐ Veg Mgmt

☐ Civil Service | ☐ Juvenile | ☐ SDC | ☐ Sheriff | ☐ WSU Ext.

☐ DCD | ☐ NDC | ☐ 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>DCD</th>
<th>DIVISION (if applicable): Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Shawn Humphreys, Deputy Director</td>
<td>PHONE / EXT: 875-9356</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
<td>DATE: 4/11/2018</td>
</tr>
</tbody>
</table>

NARRATIVE OF REQUEST

The Department requests that the Board approve amendment No. 1 to Contract No. 17-09770 with the Washington Department of Fish and Wildlife (WDFW). The contract is to support the administrative work of the Marine Resource Committee and to provide project funds for the list of approved projects. This amendment will add $33,920 in MRC capacity funding for a new total contract of $74,720. This work is performed by the Conservation District through an interagency agreement with the County.

The Department requests that the Board approve amendment #1 (MRC 17-19) to the interlocal agreement with the Conservation District to add $33,920 for work performed under Contract No. 17-09770.

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

Approve Amendment No. 1 to Contract No. 17-09770 with the Washington Department of Fish and Wildlife, authorize Chair to sign; Approve Amendment No. 1 to the Interlocal Agreement with the Conservation District, subject to adequate budget appropriations and acknowledge supplemental will be required.

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

Page 1
Name of Contractor: Washington Department of Fish and Wildlife
Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended):
Pacific County MRC 17-19, WDFW #17-09770, Amendment #1 and Interagency Agreement, Amendment #1 (MRC 17-19)

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

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

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

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

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

Equipment, Materials, & Supplies (RCW 36.32): □ < $5,000 (attach 1 bid) □ $5,000-$25,000 (use small works ratio)
□ > $25,000 (competitive bid)

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

□ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)
Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid solicitation notice on its website or provided access link to the notice

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

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

TOTAL COST/AMOUNT (Include sales & use tax): $33,920.00
TOTAL TAX:

TOTAL SHIPPING/HANDLING:
EXPENDITURE FUND #: 143 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? □ Yes □ No
Will supplemental be required? □ Yes □ No

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

MATCHING FUNDS REQUIRED? □ Yes □ No
AMOUNT OF MATCHING FUNDS:
CONTRACT AMENDMENT

TITLE: Pacific County MRC 17-19  WDFW NUMBER: 17-09770
CONTRACTOR: Pacific County  AMENDMENT NUMBER: 1
AMENDMENT VALUE: $33,920.00

AMENDMENT EFFECTIVE DATE: March 26, 2018
CONTRACT END DATE: June 30, 2019

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and Pacific County is hereby amended as follows:

AMEND Agreement Section – E | Compensation/Payment

The Agreement value is increased by $33,920.00 for work authorized under this Amendment.

This Amendment brings the AWARD allowed under this Agreement to $74,720.00

AMEND Attachment C | Statement of Work

New Tasks numbered 3, 4, 5, 6, 7, 8, and 9 are added under this Amendment.

Projects – Task 3: Beach Cleanup, Grass Roots Garbage Gang
Pacific County MRC will support and participate in three beach cleanup events planned and organized by the Grass Roots Garbage Gang (GRGG). The MRC will volunteer, provide garbage bags, pay tipping fees, and advertise for each of the clean up events. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities.

Deliverable 3a: Submit a final report form with pictures of the events. (Due June 30, 2019)

Cost: $5,000 (2-year sum)

Projects – Task 4: Science Conference
The PCMRCl will host its ninth annual science conference in 2018. This task includes planning for, hosting a local science conference in order to promote, and raise awareness about local marine and estuarine resource issues among members of the MRC and the public. Topics for the conference will be generated from the previous year’s comments. A sub-committee will organize and advertise for the event and develop a detailed budget approved by the PCMRC Board. This task addresses the following program benchmarks: Education and Outreach, and Coastal Communities.

Deliverable 4a: A conference agenda with confirmed conference dates, topics, speakers, a detailed budget, and an administrative plan to recruit participants. (Due March 15, 2018)

Deliverable 4b: A report of the outcomes from the conference, including a list of participants, strengths and suggested improvements for future events and pictures. (Due June 30, 2018, June 30, 2019)

Cost: $6,000 (2-year sum)

Projects—Task 5: Pacific County High Schools Marine Club and Knowledge Competition
The Pacific Conservation District will work with the six local Pacific County high schools to develop marine education club to better educate students on the marine resources of the area. Activities will include studying materials related to Pacific County Marine Resources and practice exams prior to competition. At the end of the year, the clubs will compete against each other at a knowledge competition. This task addresses the following program benchmarks: Education and Outreach and Marine Life.

Deliverable 5a: Submit a final report form with pictures of the event. (Due June 30, 2018, June 30, 2019)

Cost: $8,000 (2-year sum)
Projects—Task 6: CoastSavers International Coast Cleanup
Pacific County MRC will support and participate in the International Coastal Cleanup planned and organized by Discover Your Northwest. The MRC will provide dumpsters rental fees, pay-tipping fees, and advertise for the event. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities.

Cost: $2,000

Deliverable 6a: Submit a final report form and present findings to the board. (Due June 30, 2019)

Projects—Task 7: North Cove Restoration Project
The Pacific County MRC will support the Pacific County Drainage District in helping to enhance the sustainability of the economy and ecology of our community by helping with the North Cove Restoration Project. The benefit to the marine or estuarine environment is not letting more debris into the bay by protecting from the collapse of the highway so not to let any residual contaminants from the Grayland Ditch into Willapa Bay. Anchoring of logs and large woody material along and into the bank at intervals disrupt the longshore current and help retain sand to prevent further erosion. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, and Coastal Communities.

Cost: $10,000

Deliverable 7a: Submit a final report form and present findings to the board. (Due June 30, 2018)

Projects—Task 8: PCMRC Website Maintenance
The Pacific County MRC will maintain the PCMRC website with current information and concerns regarding Marine Habitats, Marine Life and Marine and Fresh Water Quality. We will also keep it updated with current meetings and boards/contacts.

Cost: $320

Deliverable 8a: Submit a final report form and present to the board. (Due June 30, 2018, June 30, 2019)

Projects—Task 9: Three-Day Summer Institute with Pacific Education Institute (PEI)
The Pacific County MRC will collaborate with PEI on a three-day workshop for teachers in Pacific County to utilize in the following school year. Teachers will learn about ocean literacy principles #2 - The Ocean and Life in the Ocean Shape the Features of Earth, and #6 - The Ocean and Humans Are Inextricably Interconnected. Teachers will take students on field trips and report back to the PCMRC. This task addresses the program benchmarks: Marine Life, Coastal Communities, Marine Habitats, Marine and Fresh Water Quality and Education and Outreach. Cost: $1,600

Deliverable 9a: A brief summary of the workshop with pictures of Pacific County teachers that attended.

Deliverable 9c: Submit a final report form and present to the board.

No other changes authorized under this Amendment.

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

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

PACIFIC COUNTY

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

SIGNATURE AND DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

CMS No. 18-10576
Page 2 of 2
INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District
Amendment #1 (MRC 17-19)

WHEREAS, the interagency agreement between Pacific County and the Pacific Conservation District, effective the 13th day of February, 2018, allows for amendment to the general scope of the Agreement and the services to be performed; and

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

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

NOW, THEREFORE, the following Amendment shall replace Sections 2 and 6 of the original Agreement:

1. DESCRIPTION OF SERVICES. The District shall: Complete the scope of work and project deliverables by the deadlines as described within AMEND Attachment C: Statement of Work in Amendment #1 of WDFW Contract # 17-09770.

2. PAYMENT. The County agrees to reimburse the District for eligible costs not to exceed $74,720 to perform the services from the time period of July 1, 2017, through June 30, 2019. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

The total amount paid by the County to the District shall not exceed the amount the County receives from WDFW, minus the County’s administrative costs, if applicable. If a payment to the District exceeds the amount received by the County, the next payment will reflect the deduction.

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

<signature block on next page>
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This ___ day of _______ 2018.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

LISA OLSEN, CHAIR

FRANK WOLFE, COMMISSIONER

LISA AYERS, COMMISSIONER

ATTEST:

MARIE GUERNSEY, CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

CHAIR

DATE

DATE
Approve Amendment No. 2 to Contract No. 1763-96209 with DSHS Division of Developmental Disabilities to provide employment services for adults with developmental disabilities.

Requesting approval and signature of amendment No. 2 to contract #1763-96209. These amendments add funding to the contract with DSHS-Division of Developmental Disabilities to provide employment services for adults with developmental disabilities. The majority of these funds are passed through to our employment provider, CCAP and I will submit a separate amendment to the CCAP contract to add to these funds to their budget. Please contact me at extension 2648 with any questions. Thank you!

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Amendment No. 2 to Contract No. 1763-96209 with DSHS Division of Developmental Disabilities to provide employment services for adults with developmental disabilities.
## CONTRACT AMENDMENT
### DDA County Services

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

<table>
<thead>
<tr>
<th><strong>CONTRACTOR NAME</strong></th>
<th><strong>CONTRACTOR doing business as (DBA)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>Pacific County DDA County Services</td>
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<table>
<thead>
<tr>
<th><strong>CONTRACTOR ADDRESS</strong></th>
<th><strong>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</strong></th>
<th><strong>DSHS INDEX NUMBER</strong></th>
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<tbody>
<tr>
<td>PO Box 26</td>
<td>254-000-662</td>
<td>1231</td>
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<table>
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<tr>
<th><strong>DSHS ADMINISTRATION</strong></th>
<th><strong>DSHS DIVISION</strong></th>
<th><strong>DSHS CONTRACT CODE</strong></th>
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<tbody>
<tr>
<td>Developmental Disabilities Admin</td>
<td>Division of Developmental Disabilities</td>
<td>1769CS-63</td>
</tr>
</tbody>
</table>

**DSHS CONTACT NAME AND TITLE**
Wendi Winchel
Regional Business Manager

**DSHS CONTACT ADDRESS**
PO BOX 45315
Olympia, WA 98504-5315

**DSHS CONTACT TELEPHONE**
(360) 725-4264

**DSHS CONTACT FAX**
(360) 586-6502

**DSHS CONTACT E-MAIL ADDRESS**
winchwa@dshs.wa.gov

**IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?**
No

### AMENDMENT START DATE
04/01/2018

### CONTRACT END DATE
06/30/2018

### PRIOR MAXIMUM CONTRACT AMOUNT
$270,804.00

### AMOUNT OF INCREASE OR DECREASE
$9,812.00

### TOTAL MAXIMUM CONTRACT AMOUNT
$280,616.00

**REASON FOR AMENDMENT:**
CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT

**ATTACHMENTS.** When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:

- Additional Exhibits (specify): Exhibit B1

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

<table>
<thead>
<tr>
<th><strong>CONTRACTOR SIGNATURE</strong></th>
<th><strong>PRINTED NAME AND TITLE</strong></th>
<th><strong>DATE SIGNED</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>DSHS SIGNATURE</strong></th>
<th><strong>PRINTED NAME AND TITLE</strong></th>
<th><strong>DATE SIGNED</strong></th>
</tr>
</thead>
</table>
This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

A. Contract maximum amount is increased by $9,812 for a new contract maximum total of $280,616.
B. Exhibit B, Program Agreement Budget, is revised and replaced by Exhibit B-1, Program Agreement Budget, which is attached hereto and incorporated herein.

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

#### ORIGINAL BUDGET

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source</th>
<th>Original</th>
<th>1st Revision</th>
<th>2nd Revision</th>
<th>3rd Revision</th>
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<td>2018</td>
<td>State only</td>
<td>$134,716</td>
<td>$137,115</td>
<td>$142,084</td>
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<tr>
<td></td>
<td>Waiver</td>
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<tr>
<td></td>
<td>Local</td>
<td></td>
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<tr>
<td></td>
<td>Medicaid Match to Local</td>
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<td></td>
<td>Local</td>
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<td>Medicaid Match to Local</td>
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<tr>
<td></td>
<td>Total Rev.</td>
<td>$</td>
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### COUNTY FY 18 SPENDING PLAN

<table>
<thead>
<tr>
<th>Planned Expenditures</th>
<th>Local Funds</th>
<th>PASRR Funds</th>
<th>State Funds</th>
<th>Medicaid Funds</th>
<th>TOTAL</th>
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<td>ADMINISTRATION (CMIS/AWA BARS 11)</td>
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<td>$9,436</td>
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<td>CONSUMER SUPPORT STATE-ONLY</td>
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<tr>
<td>Child Development</td>
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<td>MEDICAID CLIENTS</td>
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<td></td>
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<td>$142,084</td>
<td>$138,532</td>
<td>$280,616</td>
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</tbody>
</table>
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 4

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: General Administration DIVISION (if applicable): Bds Comms

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

SIGNATURE: ________________________________ DATE: 4/17/2018

NARRATIVE OF REQUEST

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

Accept the resignation of Pacific County Marine Resources Committee Recreational Group Alternate Member Buck Smith, effective immediately
AGENDA REQUEST FORM

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

BOCC ACTION: [ ] APPROVED [ ] DENIED

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

[ ] CONTINUED TO DATE: ________________ [ ] TIME: ____________________________

[ ] OTHER: ____________________________

Agenda Item #: 5

Initial: ____________________________ Date: ____________________________

Review [ ] Clerk of the Board [ ] Risk Mgmt [ ] Legal Required

DISTRICT LIST:

[ ] RF [ ] Assessor [ ] DPW [ ] NDC [ ] Superior Court

[ ] CF [ ] Auditor [ ] EMA [ ] PACCOM [ ] Treasurer

[ ] SEA [ ] Clerk [ ] Fair [ ] Prosecutor [ ] Veg Mgmt

[ ] Civil Service [ ] Health [ ] SDC [ ] WSU Ext.

[ ] DCD [ ] Juvenile [ ] Sheriff [ ] Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: ____________________________ DATE: 4/17/2018

NARRATIVE OF REQUEST

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

Accept the resignation of Pacific County Marine Resources Committee Conservation/Environmental Group Member Jeff McEntarfer, effective immediately

Revised 8/2015

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

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

As of this date, April 24, 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

| 141500 | thru | 141605 | $ 223,171.34 |

Warrants Dated: __April 13, 2018__

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

[Signature]
Auditor/Deputy Auditor

[Signature]
Commissioner

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Clerk of the Board

[Signature]
Commissioner

RECEIVED
PACIFIC COUNTY

APR 13 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
MINUTES

9:00 AM  1216 W Robert Bush Drive
Tuesday, April 10, 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
Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Scott McDougall, Emergency Management Director
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

None

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-9)

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

Acknowledge revised allocation of time for Dotsi Graves, Parks and Fair Manager

Sheriff’s Office

Approve transfer of inventory item to Flood Control

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
Health and Human Services

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

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

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

General Business

Approve Vendor Claims; Warrants Numbered 141337 thru 141410 in the amount of $227,441.48

Approve regular meeting minutes of March 27, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

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

Accept resignation of Chad Read, North County Leadperson; consider approval of request to post, advertise and hire vacant position in accordance with Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations

Accept retirement of Frank Hodel, Road Maintenance Technician II; consider approval of request to post, advertise and hire vacant position in accordance with Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations

Consider approval of intermittent Family Medical Leave for a qualifying event and authorize Leave Credit Transfers with an assigned expiration date of April 10, 2019

Consider approval of Family Medical Leave for a qualifying event and authorize Leave Credit Transfers with an assigned expiration date of July 1, 2018
ITEMS REGARDING HEALTH AND HUMAN SERVICES

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

Approve Memorandum of Understanding with Providence Health and Services-WA dba Providence 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

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

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 Personnel Policy Section 2.22 Hiring Process, subject to adequate budget appropriations

ITEMS REGARDING JUVENILE COURT

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

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

ITEMS REGARDING SHERIFF’S OFFICE

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

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
ITEMS REGARDING BOARDS AND COMMISSIONS

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

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

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 Allan Longhead, Tim Morris, Jeff Nesbitt, Michael Spencer, Mike Nordin, Bob Lake and Mike Cassinelli; Approve the appointment of Marine Resource Committee members Key McMurry, Mike Cassinelli, Jeff Nesbitt, Michael Spencer, Mike Nordin, Ann LeFors, Brian Sheldon, Kevin Decker and Tom Kollasch

ITEMS REGARDING GENERAL BUSINESS

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

Acknowledge receipt and review of the 2018 Annual Washington Counties Risk Pool Loss Control On-Site Report

Adopt Order in the matter of distributing of the 2017 P.U.D. excise tax

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

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 Chair to sign, effective March 1, 2018 to June 30, 2019, subject to adequate budget appropriations

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 Advisory Board, 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 hire of Jolene Manuel, Elections Supervisor, Grade 11 Step 1, 1.0 FTE, effective April 9, 2018, subject to adequate budget appropriations

EXECUTIVE SESSION – None held

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve hire of Richard Mark, Engineering Technician, Grade 10 Step 1, effective April 24, 2018, subject to obtaining the training and skills to promote to an Engineering Technician III within twelve months and adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

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

Approve purchase of four (4) 24/7 chairs from US General Services Administration (GSA) Contract in the amount not to exceed $5,000, including tax and shipping, subject to adequate budget appropriations (Price at the time of approval did not include Use Tax, total with tax, shipping and use tax is $5,267.71)

Approve purchase of four (4) Watson consoles for the new 911 Center from National Association of State Procurements Officials (NASPO) Contract in the amount not to exceed $80,294, including tax and shipping, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Accept resignation of Fair Advisory Board member, William Monohon, effective immediately
ITEMS REGARDING GENERAL BUSINESS

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

Authorize release of JBK Builders Performance and Payment Bond for the Rough Construction Base Bid and accept the Performance and Payment Bond for the Finish Construction Base Bid pertaining to the Courthouse Basement Renovation Project

Approve Vendor Claims; Warrants Numbered 141411 thru 141499 in the amount of $232,566.54

RECESS – 9:28AM

RECONVENED – 10:02AM

PUBLIC HEARING

ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers
OTHERS: Marie Guernsey, Amanda Bennett, Kathy Spoor, Mike Collins, Paul Plakinger, James Worlton

Chair Olsen opened the public hearing to consider the award of Call for Bids for Official County and Area Specific Newspaper

Chair Olsen closed the public hearing.

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

Award Call for Bids for Official County and Area Specific Newspaper to Chinook Observer 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.

MEETING CLOSED – 10:05AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

__________________________________________
Lisa Olsen, Chair

ATTEST: 

__________________________________________
Frank Wolfe, Commissioner

__________________________________________
Amanda Bennett
Deputy Clerk of the Board
(Please refer to recording of the meeting for a more detailed discussion)
Rescind the motion made on April 10, 2018 regarding Richard Mark hired as an Engineer Technician; Approve request to hire Richard Mark, Engineering Technician III, Grade 11 Step 1, effective April 23, 2018, in accordance with Section 2.22 Hiring Process of the Personnel Policy, subject to adequate budget appropriations.
Approve request to hire Connor McAllister, Road Maintenance Technician II South County position, effective April 16, 2018, in accordance with Section 2.22 Hiring Process of the Personnel Policy, subject to adequate budget appropriations.
Approve the Access Permit and Liability Waiver and Release with John Hancock Life Insurance for use of the Deep River Bridge in Wahkiakum County, effective January 1, 2018 until December 31, 2019, authorize Chair to sign
| Name of Contractor: | |
| Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended): Access Permit and Liability Waiver and Release | |

<table>
<thead>
<tr>
<th>Indicate type:</th>
<th></th>
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<tbody>
<tr>
<td>☐ Intergovernmental/Interagency</td>
<td>☐ Employment/Special Services Agreement</td>
</tr>
<tr>
<td>☐ Memorandum of Understanding/Agreement</td>
<td>☐ Federal Contract</td>
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<tr>
<td>☐ Interoffice/Interdepartmental</td>
<td>☐ State Contract</td>
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<table>
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<tr>
<th>Contractor Type (check all that apply):</th>
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<td>☐ Private Organization/Individual</td>
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<tr>
<td>☐ Non-Profit</td>
<td>☐ Public Organization/Jurisdiction</td>
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<tr>
<td>☐ State</td>
<td>☐ Sub-Recipient</td>
</tr>
<tr>
<td>☐ Federal</td>
<td>☐ Other</td>
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Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

<table>
<thead>
<tr>
<th>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</th>
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</thead>
<tbody>
<tr>
<td>Public Works Project (RCW 39.04):</td>
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<tr>
<td>☐ Limited PW Process (&lt;$35,000)</td>
<td>☐ Limited PW Process (&lt;$40,000)</td>
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<tr>
<td>☐ Small PW Process (&lt;$300,000)</td>
<td>☐ PW Project (&gt;=$300,000)</td>
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<tr>
<td>Equipment, Materials, &amp; Supplies (RCW 36.32):</td>
<td></td>
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<tr>
<td>☐ &lt;$5,000 (attach 3 bids)</td>
<td>☐ $5,000-$25,000 (see small works roster)</td>
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<tr>
<td>☐ &gt;$25,000 (competitive bid)</td>
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<table>
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<th>Services / Leases:</th>
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<tbody>
<tr>
<td>☐ Architectural &amp; Engineering</td>
<td>☐ Personal Services</td>
</tr>
<tr>
<td>☐ Lease (Personal Property i.e. copier, printer)</td>
<td>☐ Lease (Real)</td>
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<tr>
<td>☐ Telecomm &amp; Data Processing</td>
<td>☐ Other (Describe):</td>
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To be located at: ____________________________

Exceptions to Bidding (Please provide appropriate documentation): |  |
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<tr>
<th></th>
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<tbody>
<tr>
<td>☐ Insurance/Bonds</td>
<td>☐ Emergency Event (Purchases/Public Works)</td>
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<tr>
<td>☐ Single (Sole) Source Purchase*</td>
<td>☐ Special Facilities/Market Conditions</td>
</tr>
<tr>
<td></td>
<td>*Resolution Required</td>
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☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)

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

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

☐ Other (please describe): Access Permit

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

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No
Will supplemental be required? ☐ Yes ☐ No

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

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

Revised 2/2015
Exhibit A to Resolution No. 2010-013
ACCESS PERMIT

THIS ACCESS PERMIT ("Permit") is made and entered into as of the __________, 2018, by and between JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, for and to the extent of its Separate Account No. 72 ("Landowner"), acting by and through its property manager and limited agent, Hancock Forest Management Inc. ("HFM"), whose address is 17700 SE Mill Plain Blvd, Ste 180, Vancouver, WA 98683 and Pacific County, a political subdivision of the State of Washington ("Permittee"), whose address is PO Box 66, South Bend, WA 98586-0066. This Permit consists of the terms and conditions set forth following the signatures of Landowner and Permittee (individually, a "Party" and collectively, the "Parties") listed below.

LANDOWNER

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, for and to the extent of its Separate Account No. 72

By: Hancock Natural Resource Group, Inc., their Advisor

By: Hancock Forest Management Inc., its Property Manager and Limited Agent

By: __________________________________________
Title: __________________________________________
Date: __________, 2018

PERMITTEE

Pacific County

By: __________________________________________
Title: __________________________________________
Date: __________, 2018

Certificate of Ins. #: N/A
Fed ID#: ______________________________________
Workers’ Comp. #: _____________________________
UBI #: _____________________________, 2018

EXHIBITS:

Exhibit A: Description of the Premises
Exhibit B: Map of the Premises
Exhibit C: List of Residents
Exhibit D: Liability Waiver Form
Exhibit E: Insurance Requirements

[Notary acknowledgments appear on the following page]
STATE OF WASHINGTON )

) ss.
County of ___________________________

On this ____ day of ____________, 2018, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared ________________________, known to be the ______________________ of Hancock Forest Management Inc., the company that executed the foregoing instrument as Property Manager and Limited Agent of Hancock Natural Resource Group, Inc., the Advisor for JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, for and to the extent of its Separate Account No. 72, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the companies and the corporations.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name: ___________________________
NOTARY PUBLIC for the
My Commission Expires: ___________________________

STATE OF WASHINGTON )

) ss.
County of ___________________________

On this ____ day of ____________, 2018, before me, the undersigned, a Notary Public in and for the state of ____________, duly commissioned and sworn, personally appeared ________________________, known to be the ______________________ of Pacific County, the political subdivision of the State of Washington, the entity that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the corporation.

NOTARY PUBLIC FOR ___________________________
My Commission Expires: ___________________________
Approve the Facility Use Agreement for Spring Youth and Junior Retreat at Morehead Park on April 27-29, 2018, subject to insurance being received prior to event and authorize Chair to sign.
ATTACHMENT B

Facility Use Application (FUA)

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

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

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

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

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

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

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

PLEASE TYPE OR PRINT CLEARLY IN INK

1. Name of event: Spring Youth & Junior Retreat

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

3. Description of event: Spring retreat for youth and junior Grange members

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

5. Date(s) of event: 4/27-29/18 Hour(s) of operation: Arrive after 3 pm on 4/27, Depart by 12 pm on 4/29.

6. Has the event been held previously? Yes No Date(s): May 2016 and May 2017

If yes, location held: Morehead

7. Estimated attendance: 20

8. Name of Event Representative: Tom Gwin

9. Home Phone: 360-581-0177 Cell Phone: 360-581-0177

10. Event Representative email address: tgwin@techline.com

11. Event Representative address: PO Box 181 Humphreys WA 98552

12. Emergency contact name and phone number: Tom Gwin 360-581-0177

ATTACHMENT B-REVISED 8/22/2017
FACILITY USE APPLICATION PROCESS
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will there be alcohol served at the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board</td>
</tr>
<tr>
<td>Will County staffing be requested at the event? <strong>May be required by the County.</strong></td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a list of those services and outline specific duties.</td>
</tr>
<tr>
<td>Is your event open to the public?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will food and beverage be served at your event and last beyond 8 pm</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, the County has a noise ordinance in effect (see County Code for details)</td>
</tr>
<tr>
<td>Will there be music, sound amplification or any other noise impacts?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach parking plan.</td>
</tr>
<tr>
<td>Will off-site parking be needed?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a map of their route.</td>
</tr>
<tr>
<td>Will there be shuttle buses provided for attendees?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, please note the cost of the event.</td>
</tr>
<tr>
<td>Will there be tickets sold to attend the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, please note the cost of the event.</td>
</tr>
<tr>
<td>Do you have an informational flyer advertising the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, contact Community Development 360/875-9356 to determine if a food permit is required</td>
</tr>
<tr>
<td>Will there be food served? <strong>Permit not required</strong></td>
<td></td>
<td></td>
<td></td>
<td>If yes, please provide specific information related to the # of sani-cans provided. Please include the location on a diagram of the event.</td>
</tr>
<tr>
<td>Will additional bathroom facilities be used?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.</td>
</tr>
<tr>
<td>Do you have a plan for garbage and recycling?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.</td>
</tr>
<tr>
<td>Will a temporary structure be erected for this event?</td>
<td></td>
<td></td>
<td></td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
<tr>
<td>Have you obtained a Certificate of Insurance specifically naming Pacific County? <strong>has been ordered and will be sent</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENT B-REVISED 8/22/2017**
**FACILITY USE APPLICATION PROCESS**
WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

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

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

[Signature]

[City & State where signed]

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

Name: [Signed]

Contact #: 360-581-0177

Name: _____________________________ Contact #: _____________________________

Name: _____________________________ Contact #: _____________________________

Name: _____________________________ Contact #: _____________________________

Name: _____________________________ Contact #: _____________________________

[Signature]

[Date]
FOR PACIFIC COUNTY USE ONLY

Fair/Park Manager Review:  __________  __________  Approved:  Yes __ No __
                   Initials       Date

Comments:

________________________________________________________________________

________________________________________________________________________

Administrative/Risk Review:  __________  __________  Approved:  Yes __ No __
                   Initials       Date

Comments:

________________________________________________________________________

Board of Pacific County Commissioners Approval:

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

_________________________  __________
Clerk of the Board                Date

Conditions of Approval:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
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>
</table>

Agenda Item #: 12

Initial: __________________ Date: __________________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: __________________

☐ CONTINUED TO DATE: __________________ TIME: __________________

☐ OTHER: __________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: Michael Collins

DATE: 4-12-18

NARRATIVE OF REQUEST

Resolution for the Board of Supervisors of Flood Control Zone District No. 1 of Pacific County setting a policy for removal of private access structures located in drainages maintained by Flood Control.

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

Adopt Resolution 2018-_______ in the matter of Setting a Policy for Removal of Private Access Structures Located in Drainages Maintained by Flood Control Zone District No. 1
BEFORE THE BOARD OF SUPERVISORS, FLOOD CONTROL ZONE DISTRICT NO. 1
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018- ____________

IN THE MATTER OF SETTING A POLICY FOR REMOVAL OF PRIVATE ACCESS STRUCTURES LOCATED IN DRAINAGES MAINTAINED BY FLOOD CONTROL ZONE DISTRICT NO. 1

WHEREAS, Flood Control Zone District No. 1 of Pacific County (hereinafter referred to as the “District”) was created by the Board of Pacific County Commissioners on September 18, 1961, under the provisions of Chapter 86.15 RCW to address flood control and stormwater issues; and

WHEREAS, the desired goal of Flood Control Zone District No. 1 is to maintain positive flow in drainages located within the district boundaries; and

WHEREAS, a policy is necessary to manage private access structures such as a private culvert, walking path, or bridge used to cross drainages maintained by the District.

NOW THEREFORE IT IS HEREBY RESOLVED that the following policy is adopted by the Board of Supervisors for Flood Control Zone District No. 1:

1. When a private access structure is identified as an obstruction or potential obstruction by the County to the positive flow within the District maintained drainage, the County Engineer will recommend modification or removal of the obstruction and will notify the legal property owner of the circumstance.
2. The County Engineer, on behalf of the District, will oversee removal of any obstruction including but not limited to culverts, walking paths, or bridges.
3. The cost for removal of the obstruction identified by the County Engineer will be bore by the District and the disposal of the obstruction will be at the discretion of the County Engineer.
4. The private owner is fully responsible for all costs of permitting and replacement of the private access structure.

IT IS HEREBY FURTHER RESOLVED this policy will apply to all drainage systems currently maintained by the District.

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

_____YEA; _____NAY; _____ABSTAIN; and _____ABSENT.

BOARD OF SUPERVISORS
FLOOD CONTROL ZONE DISTRICT NO. 1
PACIFIC COUNTY, WASHINGTON

ATTEST

Lisa Olsen, Chair

______________________________
Frank Wolfe, Commissioner

______________________________
Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board
Adopt Resolution 2018-_______ in the matter of Setting Fees for Services Performed by the Pacific County Health and Human Services Department and rescind any amendments thereto.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-____________

A RESOLUTION IN THE MATTER OF SETTING FEES FOR SERVICES PERFORMED BY THE PACIFIC COUNTY PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT AND RESCINDING RESOLUTION NO. 2016-20 AND ANY AMENDMENTS THERETO.

WHEREAS, in the matter of providing services to the public and other municipals entities, the Board of Pacific County Commissioners and the Board of Health have reviewed State Statutes and County Ordinances, Resolutions, Regulations, Policies and Procedures, and;

WHEREAS, resolutions were adopted and amended setting fees for the Public Health & Human Services Department, and;

WHEREAS, the family planning program uses a variety of birth control methods that need to be adjusted based on their purchase cost and the insertion and removal fees associated with said birth control method;

WHEREAS, it has been determined that our family planning program will use a sliding fee schedule based on the federal poverty guidelines in order to meet the needs of our clients and should be updated every year,

WHEREAS, there are certain items on the fee schedule that the Department no longer provides and should be removed from the fee schedule to accurately reflect the services we do provide to the public,

WHEREAS, the Director of Health & Human Services recommends that the Department (Public Health) have a schedule of fees other than what has been approved in the past; now, therefore,

IT IS HEREBY RESOLVED that the attached Exhibit A (2018 Pacific County Health and Human Services Department Fee and Discount Schedule) be adopted; and,

BE IT STILL FURTHER RESOLVED that Resolution No. 2016-20 and any amendments thereto attached setting fees for Public Health and Human Services be rescinded.

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

_____YEA; _____NAY; _____ABSTAIN; and _____ABSENT.

(SIGNATURE BLOCK ON THE FOLLOWING PAGE)
ATTEST:

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney
Exhibit A

See attached fee schedule
# PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
## FEE AND DISCOUNT SCHEDULE
### 2018

<table>
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<tr>
<th>OFFICE VISIT</th>
<th>100%</th>
<th>75%</th>
<th>50%</th>
<th>25%</th>
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### TAKE CHARGE-FP ONLY PATIENT VISITS - ARNP ONLY

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### CONTRACEPTIVES**

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<td>Dispensing Fee per Cycle</td>
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<td>Condoms</td>
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<td>Paraguard</td>
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<td>0</td>
<td>62.50</td>
<td>125.00</td>
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<tr>
<td>IUD</td>
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<tr>
<td>Mirena</td>
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* Includes Level 1 Infertility Education and Counseling
** All contraceptive methods available either on site, by prescription, or referral
<table>
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<tr>
<th>Procedure</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<td>Remove and Insert</td>
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<tr>
<td><strong>LAB (in addition to office call)</strong></td>
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<tr>
<td>Hemoglobin</td>
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<td>UA Dipstick</td>
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<td>GC - Safety Net Program</td>
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<tr>
<td>GC Other</td>
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<td>Wet Mount</td>
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<td>HIV-OraSure no slide Acquisition Cost</td>
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<td>VDRL no slide Acquisition Cost</td>
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**IMMUNIZATIONS (Adult & Non VFC eligible)**

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<tr>
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<tr>
<td>Hep A</td>
<td>Acquisition Cost</td>
<td>per dose</td>
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<td>Hep B</td>
<td>Acquisition Cost</td>
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<tr>
<td>Adult Tetanus</td>
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<td>TDAP Adult</td>
<td>Acquisition Cost</td>
<td>per dose</td>
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<tr>
<td>Gamma Globulin - based on cost</td>
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<td>per dose</td>
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<td>GARDASIL (19 and over)</td>
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<td>per dose</td>
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<tr>
<td>Flu</td>
<td>18.00</td>
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<td>-----------------------------------------------</td>
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<tr>
<td>Varicella - Series of 2 - over age 18</td>
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<tr>
<td>Acquisition Cost</td>
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<td>Meningococcal</td>
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<td>ADULT MMR</td>
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<td>Children &amp; Adult Vaccine Administration fee</td>
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**Medications (in addition to office call)**

**TB:**

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<td>100%</td>
<td>75%</td>
<td>50%</td>
<td>25%</td>
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<td>FAMILY PLANNING/STD</td>
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<td>Doxycycline</td>
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<td>SPECIAL SERVICES</td>
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<td>Other Health Education Classes - no sliding fee</td>
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<td>0-30 pages</td>
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<td>30 or more page</td>
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<td>VITAL STATISTICS</td>
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<td>Birth Certificate</td>
<td>(County $10, State $10)</td>
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<td>no sliding fee</td>
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<td>Death Certificate</td>
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<td>Each additional copy</td>
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<td>Mailing and handling charges</td>
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NOTES
Sliding Fees based on gross income and size of family.
BCM purchased with 340B pricing: Slide to $0.00
BCM purchased with non 340B pricing: based on sliding fee scale
Effective: 5/1/18
Approve the Software and Services Agreement with BTG Holding Group DBA Infrastructure for the new Access Program replacing the outdated contract management and finance management system, subject to adequate budget appropriations and acknowledge supplemental will be required, authorize Director to sign.

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

Approve the Software and Services Agreement with BTG Holding Group DBA Infrastructure for the new Access Program replacing the outdated contract management and finance management system, subject to adequate budget appropriations and acknowledge supplemental will be required, authorize Director to sign.

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health
OFFICIAL NAME & TITLE: Mary Goelz, Director
SIGNATURE: Mary Goelz
DATE: 4/18/18

NARRATIVE OF REQUEST

Request the Board approve the Director sign the Software and Services Agreement with BTG Holding Group DBA Infrastructure. This agreement is the final step in the development and "go live" of our new Access program. This program will replace our outdated contract management, finance management system. We have been working with the company for the past year developing the system and determining what the needs of the department are related to the system we currently have. The cost will also includes ongoing support and monthly fees related to use of the product. This will be paid for by funds from our Medicaid Match reimbursement program. We initially had put aside up to $30,000.00 dollars for the system. This will require a supplemental as it was removed from the proposed 2018 budget request, with the understanding it would be put back in at a later date.
Name of Contractor: BTG Holding Group DBA Infrastructure

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

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

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

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

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

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

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

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

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

This is a continuation of an agreement we signed in 2017. The Treasurers office currently use this company for their software program. It had been deemed a single source request in the past. The Access program we currently have was built a number of years ago. It holds all of our contracts fiscal management. We determined that there was not an efficient method to "fix" the system or build onto it. Thus the best route was to build another system that can provide the systems we need and is adaptable so that we can access the information we need. He has also worked with other LHJ's in building systems. This was

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118

EXPENDITURE BUDGETED? ☐ Yes ☑ No

SUPPLEMENTAL REQUIRED? ☑ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☑ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☑ No

AMOUNT OF MATCHING FUNDS:

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

Page 2
SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (this "Agreement") is made effective as of April 19th, 2018, by and between Pacific County Public Health and Human Services (Client) of 1216 Robert Bush Drive West, South Bend, WA 98586, and BTG Holding Group DBA Infrastructure, of 19213 11th Pl. W., Lynnwood, WA 98036. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Infrastructure".

1. DESCRIPTION OF SERVICES. Beginning on April 19th, 2018 Infrastructure will provide the following services (collectively, the "Services") as requested by Client:
   a. Installation and license to use Infrastructure Voucher/Transmittal product pursuant to monthly license cost
   b. Tier one product support of up to 3 hours per month
   c. Development services of up to 2 hours per month (until/unless option to remove is exercised by Client)
   d. Additional customization and development services as requested by client

Services will be performed remotely from Infrastructure’s Lynnwood office. Upon termination of the above services client agrees to discontinue use of the HAP Database system and destroy all copies of the HAP Database application. Client retains the right to retain copies of the input and output data files processed by the system as well as an export of all system data.

2. PAYMENT FOR SERVICES. Client will pay compensation to Infrastructure according to the following schedule:
   a. One-time cost of $1800 for onsite setup of working demo, staff training and review of needed customizations/reports
   b. Hourly development services at $175/hour+tax for customizations/reports required before go-live (not to exceed 28 hours or $4,900 without approval of Client)
   c. One-time cost of $0+tax for initial setup (not to exceed 2 hours) of live database
   d. Following live database deployment: monthly license cost of $1450+tax for continued use of the Infrastructure Voucher/Transmittal product (price includes 3 hours of tier one support and 2 hours of development). Option to trade down to monthly license cost of $1200+tax (including 3 hours of tier one support but no development) after twelve months.
   e. Additional tier one support is available at $50/hour
   f. Additional developer support is available at $175/hour

This compensation shall be payable within (30) thirty days of the date of invoice, delinquent thereafter and subject to a 1% per month (12% APR) finance charge or $5 per month, whichever is greater. License costs to be prepaid in six-month increments, balance refundable on cancellation with 30 days’ notice. Rates and terms of service are subject to change with notice by Infrastructure. It is the duty of the client to verify rates and terms prior to engagement of service.

3. RELATIONSHIP OF PARTIES. It is understood by the parties that Infrastructure is an independent contractor with respect to Client, and not an employee of Client. Client will not
provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Infrastructure, nor will Infrastructure be reimbursed for expenses. As an independent contractor, Infrastructure will control the means of accomplishing the Services.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Infrastructure in connection with the Services shall be the exclusive property of Infrastructure. Client shall not sell, distribute, or otherwise make the Work Product available to other parties.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

6. LIMITATION OF LIABILITY. The liability of Infrastructure to Client for any reason and upon any cause of action related to the performance of the work under this agreement whether in tort or in contract or otherwise shall be limited to the amount paid by the customer to the developer pursuant to this agreement.

7. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Party contracting services:
Pacific County Public Health and Human Services

By: ___________________________ Date: ________

Print name:
Its:

Service Provider:
Infrastructure

By: ___________________________ Date: ________

William R. Clemmer
President
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Subject to Adequate Budget Appropriations
□ No Action Taken/Withdrawn  □ Deferred To:
□ Continued To Date:  Time:
□ Other:

Agenda Item #:  15
Initial:  Date:

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office  DIVISION (if applicable): Bds/Coms
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board  PHONE / EXT:

SIGNATURE:  DATE: 4/11/2018

NARRATIVE OF REQUEST

We have received an application from Steve Rogers for appointment to the Human Services Advisory Board. The HSAB has fifteen positions and nine are currently vacant.

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

Approve the appointment of Steve Rogers to the Human Services Advisory Board, effective immediately.

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

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<tr>
<th>BOCC ACTION:</th>
<th>Approved</th>
<th>Denied</th>
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<tbody>
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<td>□ Subject to Adequate Budget Appropriations</td>
<td>□ No Action Taken/Withdrawn</td>
<td>□ Deferred To:</td>
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Agenda Item #: 16

Initial: ___________________ Date: ____________

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

### DISTRIBUTION LIST:

- [ ] RF
- [ ] CF
- [ ] SEA
- [ ] Assessor
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- [ ] Auditor
- [ ] Auditor
- [ ] Clerk
- [ ] Civil Service
- [ ] Clerk
- [ ] DCD
- [ ] Fair
- [ ] Health
- [ ] Juvenile
- [ ] Sheriff
- [ ] Superior Court
- [ ] Treasurer
- [ ] Veg Mgmt
- [ ] WSU Ext.
- [ ] Other

### AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** Commissioners Office  
**DIVISION (if applicable):**

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

**SIGNATURE:**  
**DATE:** 4/10/2018

**NARRATIVE OF REQUEST**

---

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

Adopt Proclamation establishing the month of May as Mental Illness Awareness Month
PROCLAMATION

Mental Health Awareness Month

WHEREAS, mental health is part of overall health, and

WHEREAS, one in five adults experiences a mental health problem in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24;

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help;

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness;

NOW, THEREFORE BE IT RESOLVED, that the Board of Pacific County Commissioners do hereby proclaim May as Mental Illness Awareness Month in Pacific County, Washington to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses.

DATED this __________ day of __________________, 2018.

BOARD OF COMMISSIONERS
PACIFIC COUNTY

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#: 17

Initial:  

Date:  

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  

[ ] DEFERRED TO:  

[ ] CONTINUED TO DATE:  

[ ] OTHER:

TIME:  

Review:  

- [ ] Clerk of the Board
- [ ] Risk Mgmt
- [ ] Legal Required

DISTRIBUTION LIST:

- [ ] RF
- [ ] Assessor
- [ ] DPW
- [ ] NDC
- [ ] Superior Court
- [ ] CF
- [ ] Auditor
- [ ] EMA
- [ ] PACCOM
- [ ] Treasurer
- [ ] SEA
- [ ] Clerk
- [ ] Fair
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- [ ] 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):  

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

PHONE / EXT:

SIGNATURE:  

DATE: 4/10/2018

NARRATIVE OF REQUEST

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

Accept Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2018

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
PRINTING CONTRACT
Official County Newspaper
and
Area Specific Newspaper

This CONTRACT, made and entered into this _______ day of _____________, 2018 by and between PACIFIC COUNTY, acting by and through its duly elected and qualified Board of County Commissioners, hereinafter called "COUNTY", and the Chinook Observer, a weekly newspaper published in said County and State, hereinafter called "CONTRACTOR".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The COUNTY hereby designates the CONTRACTOR as the Official County newspaper for the period beginning July 1, 2018 and ending June 30, 2019 both dates inclusive. The parties agree that the CONTRACTOR shall publish in a timely fashion, all COUNTY notices that are required by law to be published.

2. The COUNTY shall pay to the CONTRACTOR and the CONTRACTOR shall charge the COUNTY for such printing publication the sum of $8.15 per column inch based on a 1.611 wide inch column with each subsequent insertion to be billed at $6.95 per column inch. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera-ready form) at the same per column inch rate.

3. It is further understood and agreed that all such printed matter will be set in not less than eight (8) point type. Ten (10) point type will be used under normal circumstances. Type larger than ten-point will be by specific request and approved by the COUNTY.

4. The CONTRACTOR further agrees to furnish without charge, (a) two (2) affidavits of publication, for each notice within seven (7) days of its final publication with numbered invoices for bookkeeping control, to the County Office requesting publication, and (b) five (5) copies of each issue of the newspaper; three (3) to the County Commissioners’ Office and two (2) to the County Auditor’s Office.

5. The CONTRACTOR agrees to publish in the next available newspaper at the time designated all such County printing furnished to it, at the rates mentioned. Such publication shall be in a regular issue of the Chinook Observer and in every copy thereof, and shall be set according to the instructions received from the COUNTY. Each publication shall conform to good newspaper practices.

6. The CONTRACTOR agrees to provide a performance bond in the amount of five thousand dollars ($5,000) for the correct and faithful performance of its obligations under this CONTRACT.

7. The CONTRACTOR, in performance of this Contract, 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, and licensing of individuals and any other standards of criteria as described in the Contract to assure quality of services.
8. All notices, which either party gives the other, shall be delivered in writing to the address below or to subsequent addresses, as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Board of Pacific County Commissioners  
P O Box 187  
1216 W. Robert Bush Drive, Suite F  
South Bend, WA 98586  
360/875-9337

TO: Matt Winters, Publisher  
Chinook Observer  
P O Box 427  
Long Beach, WA 98631  
UBI # 601-066-493

9. If either party breaches any of the provisions herein, the nonbreaching party may terminate this CONTRACT as follows:

A. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.

B. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.

C. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the CONTRACT immediately by delivering written notice of the termination to the breaching party.

10. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.

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

12. The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.

13. In the event either party files a lawsuit to enforce the provisions of this CONTRACT, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this CONTRACT shall be filed in the Pacific County Superior Court.
14. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns. However, the CONTRACTOR shall not assign nor subcontract the performance of this CONTRACT without approval by the COUNTY.

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

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

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

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

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

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

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

17. **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 Act 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.

**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.

**Survival of Contractor’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.
18. This CONTRACT together with the specifications in the County’s Invitation to Bid dated March 7, 2018 and the Contractor’s Proposal dated April 5, 2017 contains the entire CONTRACT of the parties and there are not other promises or conditions in any other contract whether oral or written. This CONTRACT supersedes any prior written or oral contracts between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

CHINOOK OBSERVER

Matt Winters, Publisher Date

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

APPROVED AS FORM

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

Prosecutor’s Office WSBA #

ATTEST

Marie Guernsey Date
Clerk of the Board
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda item #: 18  Initial: ____________  Date: ____________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: ____________

☐ CONTINUED TO DATE: ____________  TIME: ____________

☐ OTHER: ____________________________________________________________________________

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ PACCOM  ☐ Superior Court

☐ CF  ☐ Auditor  ☐ PCEMA  ☐ PC Fair  ☐ Treasurer

☐ SEA  ☐ Clerk  ☐ Health  ☐ Prosecutor  ☐ Veg Mgmt

☐ Civil Service  ☐ Juvenile  ☐ SDC  ☐ WSU Ext.

☐ DCD  ☐ NDC  ☐ Sheriff  ☐ Other

AGENDA ITEM REQUEST

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

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

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst  PHONE / EXT: x2243

SIGNATURE: [Signature]  DATE: April 18, 2018

NARRATIVE OF REQUEST

Please consider adopting the attached resolution regarding sweeping interest and investment returns into the general (current expense) fund in accordance with RCW 36.29.020.

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

Adopt Resolution 2018-_______ in the matter of Sweeping Interest and Investment Returns into the General Current Expense Fund in accordance with RCW 36.29.020
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-_____-

IN THE MATTER OF SWEEPING INTEREST AND INVESTMENT RETURNS
INTO THE GENERAL (CURRENT EXPENSE) FUND

WHEREAS, county legislative authorities have the power to direct the investment of county funds, and when they do so, the interest earned stays with the original fund; and

WHEREAS, if the legislative authority does not provide this direction, RCW 36.29.020 allows a county treasurer to allocate the interest and other income earned on the investment of a county’s own funds into the county general (current expense) fund; and

WHEREAS, in their capacity as the legislative authority of Pacific County, it is the intent of the Board of County Commissioners to forego directing the investment of county funds, thereby allowing the Pacific County Treasurer to allocate the interest and other income earned on the investment of certain Pacific County funds into the Pacific County General (Current Expense) Fund No. 001 per RCW 36.29.020; and

WHEREAS, the three statutes listed below are examples of a specific legislative intent which overrides the general authorization granted counties in RCW 36.29.020:

- RCW 73.08.080 – Veterans’ assistance fund;
- RCW 81.100.080 – High occupancy vehicle system fund;
- RCW 41.16.050 – Firefighters’ pension fund; and

WHEREAS, the statutes listed above are not meant to provide an exhaustive list of all revenues where the allocation of interest is restricted; and

WHEREAS, it is the county’s responsibility to carefully review the statutory language governing a particular revenue source to determine restrictions related to interest and other investment income; and

WHEREAS, upon review of the county’s various operating funds outside of current expense (special revenue funds no. 1**, debt service funds no. 2**, capital projects funds no. 3**, enterprise funds no. 4**, and internal service funds no. 5**), the county has determined that interest and investment returns may be swept into General (Current Expense) Fund No. 001 from all such funds, with the sole exception of interest and investment returns collected in Special Revenue Fund No. 105 (Veterans’ Relief), whose revenue must remain in the veterans’ assistance fund per RCW 73.08.080; now, therefore

IT IS HEREBY RESOLVED that the Board of Pacific County Commissioners forego directing the investment of county funds, thereby allowing the Pacific County Treasurer to allocate the interest and other income earned on the investment of certain Pacific County funds into the Pacific County General (Current Expense) Fund No. 001 per RCW 36.29.020; and
IT IS HEREBY FURTHER RESOLVED that interest and investment returns may be swept into General (Current Expense) Fund No. 001 from all existing special revenue funds, debt service funds, capital projects funds, enterprise funds, and internal service funds, excepting the interest and investment returns collected in Special Revenue Fund No. 105 (Veterans’ Relief), whose revenue must remain in the veterans’ assistance fund per RCW 73.08.080; and

IT IS HEREBY FURTHER RESOLVED that for any new Pacific County special revenue funds, debt service funds, capital projects funds, enterprise funds, and/or internal service funds created after the adoption of this resolution, it is the intent of the Board of Pacific County Commissioners to forego directing the investment of county funds, thereby allowing the Pacific County Treasurer to allocate the interest and other income earned on the investment of certain Pacific County funds into General (Current Expense) Fund No. 001 per RCW 36.29.020, unless other exceptions (such as those regarding the veterans’ assistance fund) apply; and

IT IS HEREBY FURTHER RESOLVED that the investment or deposit and disposition of the interest or other earnings therefrom authorized by this resolution shall not apply to such funds as may be prohibited by the state Constitution or the Revised Code of Washington from being so invested or deposited; and

IT IS HEREBY FURTHER RESOLVED that the effective date of this resolution shall be May 1, 2018.

PASSED by the following vote this 24th day of April, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

______ YEA; ______ NAY; ______ ABSTAIN; and ______ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chair

ATTEST

________________________________________
Frank Wolfe, Commissioner

________________________________________
Marie Guernsey, Clerk of the Board

________________________________________
Lisa Ayers, Commissioner
# AGENDA REQUEST FORM

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

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<th>□ APPROVED</th>
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- □ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
- □ NO ACTION TAKEN/WITHDRAWN
- □ DEFERRED TO: ____________
- □ CONTINUED TO DATE: ____________
- □ OTHER: ____________

**Agenda Item #:** 19

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

**DISTRIBUTION LIST:**

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- □ WSU Ext.
- □ DCD
- □ Juvenile
- □ Sheriff
- □ Other

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# AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** General Administration  
**DIVISION (if applicable):** Local 367C  
**OFFICIAL NAME & TITLE:** Kathy Spoor, CAO  
**PHONE / EXT:**  
**SIGNATURE:**  
**DATE:** 4-18-14

**NARRATIVE OF REQUEST**

Attached for your consideration is a resolution amending current job descriptions represented by Local 367C, and one new job description that is being proposed. These changes were reviewed by the labor management committee and were recommended for approval by the Board.

The new job description is a Grade 10, Engineer Tech II position. The revised descriptions are senior level positions. The Sr. Planner position education requirements were updated to reflect the fields of education relevant to the position. Each of the sr positions were revised by adding the following language to the education requirements, "demonstrated equivalent of education and experience which provides applicant attributes defined in sections describing Necessary Knowledge, Skills and Abilities and Essential Duties and Responsibilities. This provides elected officials & dept heads the ability to consider both education and experience when hiring or promoting employees and also provided consistency across the majority of senior positions.

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

Move to adopt Resolution No. 2018-______ amending the Pacific County Personnel Policy by adding the job description Engineer Tech II, Grade 10, and updating the education requirements of the following positions; Senior Planner, Senior Bldg Inspector, Senior Environmental Health Specialist, Senior Engineer, Senior Engineer Tech and Sr GIS Analyst.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.
NOTES:

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


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