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

Tuesday, May 8, 2018
9:00AM
or as soon thereafter as possible

AGENDA

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

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve Rainbow Valley Landfill Claims Vouchers
   PUD #2 - $48.66
   Royal Heights Transfer Station - $2,075.22
B) Approve regular meeting minutes of April 24, 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

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

VOUCHER # 2018-18
APPROVAL DATE 5/18/2018

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/25/18</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>49.66</td>
</tr>
</tbody>
</table>

TOTAL 49.66

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: Mary Bale, PRES.
Title:       
Date:       5/11/18

Reviewed by:

Signature: Marie Guernsey, COB
Title:       
Date:       5/11/2018

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

Chairperson, Local Board of Health
Pacific County, Washington

Date: 5.2.18

RECEIVED
PACIFIC COUNTY

MAY 1, 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Account Number 19983
Statement Date 04/25/2018

Billing Summary

Previous Balance 51.79
Payment Received 04/09/18 51.79 CR
Balance Forward 0.00
Current Charges Due By 05/23/18 48.66
Total Due 48.66

Messages
Pay By Phone 844-829-1962

---

Meter #: A34990 LOC: 14000004-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details Meter A34990
Current KWH Reading 04/16/18 93466
Previous KWH Reading 03/18/18 93196
Total KWH Usage 270
Days Served 29

Detail of Charges

- 270 kwh x 0.072800 19.66
- Elec Basic Charge 29.00

Total This Service 48.66

---

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY STATE ZIP

LOCATION PHONE NUMBER OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

---

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

---

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

Royal Heights Transfer Station, Inc. VOUCHER # 2018-19
114 Airport Road APPROVAL DATE 5/18/2018
Raymond, WA 98577

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5780</td>
<td>5/1/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>2075.22</td>
</tr>
</tbody>
</table>

TOTAL $2075.22

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

Larry Sale, PRES. 5/1/18
Signature Title Date

Reviewed by:

Marie Guernsey, CEO 5/1/2018
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.

Jim R. Olsen 5/2/18
Chairperson, Local Board of Health
Pacific County, Washington

MAY - 1 2018
GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>net 10</td>
<td>5/11/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2018</td>
<td>162,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>2,075.22</td>
</tr>
</tbody>
</table>

Balance Due $2,075.22
<table>
<thead>
<tr>
<th>Date</th>
<th>Loads</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2018</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>3</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>2</td>
</tr>
<tr>
<td>21</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>2</td>
</tr>
<tr>
<td>24</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>2</td>
</tr>
</tbody>
</table>

**Total gallons**  
162000  
**$2,075.22**
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, April 24, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Lisa Martindale, Administrative Assistant II

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, Dragon Analytical
Laboratory - $2,695 and City of Raymond - $1,450

Approve regular meeting minutes of April 10, 2018

MEETING CLOSED – 9:02 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, May 8, 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)

ITEMS REGARDING GENERAL BUSINESS
1) Consider adoption of Proclamation recognizing the week of
May 20-26, 2018 as Emergency Medical Services Week with the theme
“EMS Strong: Stronger Together”

CONSENT AGENDA (Items 2-8)

Department of Public Works
2) Approve Road Haul Permit No. 2018-11 with North Fork Timber for hauling
on Mill Creek Road and approve continuation of Bond No. 105380750 for
the 2018 hauling season

Health and Human Services Department
3) Approve Amendment A to Grant #17-46108-22 with WA State Department
of Commerce for the Housing and Essential Needs (HEN) program;
authorize Chair to sign
4) Approve Amendment #2 to Contract #2017-19 CCAP with Coastal
Community Action Program for the Housing and Essential Needs (HEN)
program

General Business
5) Approve Judge Pro-Tem Verification Certificates
6) Confirm letter of support for City of South Bend
7) Approve regular meeting minutes of April 24, 2018
8) Approve Vendor Claims; Warrants Numbered 141704 thru 141779 in the
amount of $113,575.40

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

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

Pacific County is an Equal Opportunity Employer and Provider
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

9) Rescind motion of April 24, 2018; consider approval of amended Local Agency Agreement No. LA 9255 Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation regarding the Upper Naselle Road Resurfacing Project; authorize Chair and County Engineer to sign

10) Consider approval of Facility Use Application from Morehead Junior Grange for use of Morehead Park; authorize Chair to sign

11) Consider adoption of Resolution 2018-_______ adjusting compensation rates for Public Employees’ Retirement System ineligible positions

12) Consider approval of Proposal and Service Agreement with Johnson Control; authorize Chair to sign

13) Rescind motion of March 13, 2018; consider approval of the 2018 Chinook Park Maintenance & Operation Contract with the Port of Chinook

14) Consider approval of Facility Use Application from Jaylee Bradley for use of Morehead Park; authorize Chair to sign

15) Consider approval of request to issue Call for Bids for the 2018 Signing Upgrade Project

16) Consider approval of request to surplus three vehicles

ITEMS REGARDING BOARD OF SUPERVISORS (FCZD #1)

17) 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 DEPARTMENT OF COMMUNITY DEVELOPMENT

18) Consider approval of the hire of Alexa Mittge, Litter Crew Supervisor and A. J. Sanchez, Litter Crew Lead

19) Consider approval of Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-PaCCDD-00093 for moderate risk waste and recycling programs with WA State Department of Ecology; authorize Director to sign

20) Consider approval of Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-PaCCDD-00094 to monitor seven (7) solid waste facilities and sites with WA State Department of Ecology; authorize Director to sign

ITEMS REGARDING COUNTY FAIR

21) Consider approval of Contract for Services with Paradise Amusements, Inc.

ITEMS REGARDING ASSESSOR’S OFFICE

22) Consider approval of request to use county dumpsters for disposal of non-recyclables

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

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

Pacific County is an Equal Opportunity Employer and Provider
ITEMS REGARDING SHERIFF’S OFFICE

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

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

25) Consider approval of request to restore support staff to 1.0 FTE

ITEMS REGARDING GENERAL BUSINESS

26) Consider adoption of Resolution 2018-_______ in the matter of amending the Policy Manual and updating the Personal Property Inventory Procedures Policy

27) Consider approval of Facility Use Application from Dotsi Graves for use of the County Fairgrounds; authorize Chair to sign

EXECUTIVE SESSION

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

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

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

Pacific County is an Equal Opportunity Employer and Provider
AGENDA REQUEST FORM

1

Agenda Item #: __________________________
Initial: __________________________ Date: __________________________

Printed Name: __________________________
Position: __________________________
Phone: __________________________
Fax: __________________________
Email: __________________________

REQUESTED MEETING DATE: 5/8/2018

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

BOCC ACTION: ☐ APPROVED ☐ DENIED
☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: __________________________
☐ CONTINUED TO DATE: __________________________ TIME: __________________________
☐ OTHER: ______________________________________________________________

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

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: __________________________
DATE: 2/13/2018

NARRATIVE OF REQUEST

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

Adopt Proclamation recognizing the week of May 20-26, 2018 as Emergency Medical Services Week with the theme “EMS Strong: Stronger Together”
PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of Oregon and Washington’s emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, the Board of Pacific County Commissioners, in recognition of this event do hereby proclaim the week of May 20-26, 2018, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, EMS STRONG: Stronger Together. We encourage the community to observe this week with appropriate programs, ceremonies and activities.

DATED this ________ day of ________________________, 2018.

BOARD OF COMMISSIONERS
PACIFIC COUNTY

ATTEST:

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

PO Box 187, 1216 W Robert Bush Dr, South Bend, WA 98586  Ph 360.875.9337 or 360.642.9337, Fax 360.875.9335

“Pacific County is an Equal Opportunity Employer & Provider”
Approve Road Haul Permit No. 2018-11 with North Fork Timber for hauling on Mill Creek Road and approve continuation of Bond No. 105380750 for the 2018 hauling season.

**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>DPW</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Mike Collins, Director/County Engineer</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td>3368</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

North Fork Timber has submitted Road Haul Permit No. 2018-11 for hauling on Mill Creek Road and have requested continuation of their bond No. 105380750 in the amount of $15,780 for the 2018 haul season. Please accept this bond to be held by DPW until the conclusion of the haul.

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

Approve Road Haul Permit No. 2018-11 with North Fork Timber for hauling on Mill Creek Road and approve continuation of Bond No. 105380750 for the 2018 hauling season.
AGENDA REQUEST FORM

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

Agenda Item #:

BOX ACTION:  □ APPROVED  □ DENIED

Initial:  

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:

□ CONTINUED TO DATE:  

□ OTHER:

TIME:  

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services  

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director  

PHONE / EXT: 2648

SIGNATURE:  

DATE: 4/26/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment A to grant #17-46108-22 with Washington State Department of Commerce (Housing Assistance Unit). This amendment provides an additional $29,000 for the Housing and Essential Needs (HEN) program to support individuals with disabilities obtain stable housing. These funds will be passed through to our provider (CCAP) in an amendment to their contract (also on your agenda this month). Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment A to Grant #17-46108-22 with WA State Department of Commerce for the Housing and Essential Needs (HEN) program and authorize Chair to sign
Name of Contractor: Dept of Commerce Housing Assistance Unit

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
17-46108-22 amendment A

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

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

Contractor Type (check all that apply):
- For-Profit
- Non-Profit
- Private Organization/Individual
- State 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 breakout 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 (less small works meter)
  - >$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):

TOTAL COST/AMOUNT (Include sales & use tax): 20000

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 XXX,XXX,XX

EXPENDITURE BUDGETED? 
- Yes 
- No

SUPPLEMENTAL REQUIRED? 
- Yes
- No

IN-KIND MATCH REQUIRED? 
- Yes
- No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? 
- Yes
- No

AMOUNT OF MATCHING FUNDS:

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

**Grant Number:** 17-46108-22  
**Amendment Number:** A

**Washington State Department of Commerce**  
**Community Services and Housing Division**  
**Housing Assistance Unit**  
**Consolidated Homeless Grant (CHG)**

<table>
<thead>
<tr>
<th>1. Grantee</th>
<th>2. Grantee Doing Business As (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Public Health &amp; Human Services</td>
<td></td>
</tr>
<tr>
<td>PO BOX 26</td>
<td></td>
</tr>
<tr>
<td>SOUTH BEND, WA 98386-0026</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Grantee Representative (only if updated)</th>
<th>4. COMMERCE Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Lindstrom</td>
<td>Megan Kendig</td>
</tr>
<tr>
<td>Deputy Director</td>
<td>Program Manager</td>
</tr>
<tr>
<td>(360) 642-9300</td>
<td>(360) 725-2920</td>
</tr>
<tr>
<td><a href="mailto:kolen@co.pacific.wa.us">kolen@co.pacific.wa.us</a></td>
<td><a href="mailto:megan.kendig@commerce.wa.gov">megan.kendig@commerce.wa.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Original Grant Amount (and any previous amendments)</th>
<th>6. Amendment Amount</th>
<th>7. New Grant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$508,977</td>
<td>$29,000</td>
<td>$537,977</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Amendment Funding Source</th>
<th>9. Amendment Start Date</th>
<th>10. Amendment End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal:</td>
<td>March 1, 2018</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>State: X Other: N/A:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Federal Funds (as applicable):</th>
<th>Federal Agency:</th>
<th>CFDA Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Amendment Purpose:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adds HEN SFY18 funds to be spent by June 30, 2018. Homeless households must be prioritized.</td>
<td></td>
</tr>
</tbody>
</table>

COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2017-2019 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment “A” - Scope of Work, Attachment “B” - Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

**FOR GRANTEE**

Signature: ____________________________

Lisa Olsen Chair  
Print Name, Title: ____________________________

Date: ____________________________

**FOR COMMERCE**

Diane Klontz, Assistant Director  
Community Services and Housing Division  

Date: ____________________________

**APPROVED AS TO FORM ONLY**

Sandra Adix  
Assistant Attorney General  

Date: 3/20/2014  

Department of Commerce
Amendment A

This Grant is amended as follows:

Attachment B

## Budget

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Original</th>
<th>Amendment A</th>
<th>New Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHG Base</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td>$11,352.00</td>
<td>$0.00</td>
<td>$11,352.00</td>
</tr>
<tr>
<td>Fac Support: For-Profit Lease</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fac Support: Other Lease and Fac Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rent: For-Profit Rent</td>
<td>$79,520.00</td>
<td>$0.00</td>
<td>$79,520.00</td>
</tr>
<tr>
<td>Rent: Other Rent and Housing Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operations</td>
<td>$35,253.00</td>
<td>$0.00</td>
<td>$35,253.00</td>
</tr>
<tr>
<td><strong>TANF</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TANF: For-Profit Rent</td>
<td>$27,546.00</td>
<td>$0.00</td>
<td>$27,546.00</td>
</tr>
<tr>
<td>TANF: Other Rent and Housing Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TANF: Operations</td>
<td>$4,760.00</td>
<td>$0.00</td>
<td>$4,760.00</td>
</tr>
</tbody>
</table>

**HEN SFY 2018 (July 2017-June 2018)**

| HEN: Admin 2018                          | $11,042.00 | $0.00       | $11,042.00    |
| HEN: Rent and Housing Costs 2018          | $94,431.00 | $29,000.00  | $123,431.00   |
| HEN: Operations 2018                     | $69,800.00 | $0.00       | $69,800.00    |

**HEN SFY 2019 (July 2018-June 2019)**

| HEN: Admin 2019                          | $11,042.00 | $0.00       | $11,042.00    |
| HEN: Rent and Housing Costs 2019          | $94,431.00 | $0.00       | $94,431.00    |
| HEN: Operations 2019                     | $69,800.00 | $0.00       | $69,800.00    |

**Total**

| Total                                     | $508,977.00 | $29,000.00  | $537,977.00   |

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.
Approve Amendment #2 to Contract #2017-19 CCAP with Coastal Community Action Program for the Housing and Essential Needs (HEN) program

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

AGENDA REQUEST FORM

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

ROCC ACTION: □ APPROVED □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:

□ CONTINUED TO DATE: ____________________ TIME: ____________________

□ OTHER:

Agenda Item #: 4

Initial: ____________________ Date: ____________________

Review □ Clerk of the Board

□ Risk Mgmt □ Legal Required

Distribution List:

□ RF □ Assessor □ OPW □ NDC □ Superior Court

□ CF □ Auditor □ EMA □ PACOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Health □ SDC □ WSU Ext.

□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: ____________________ DATE: 4/26/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #2 to contract #2017-19 CCAP. This amendment passes through additional funds for the Housing and Essential Needs (HEN) program for CCAP which were recently added from the state (into the county contract). Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment #2 to Contract #2017-19 CCAP with Coastal Community Action Program for the Housing and Essential Needs (HEN) program

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Coastal Community Action Program

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): 2017-19 CCAP (amendment #2)

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

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

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

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

☑ Non-Profit ☐ Public Organization/Jurisdiction

☐ State ☐ Sub-Recipient

☐ Federal ☐ Other

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

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


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

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

Services / Leases:

☐ Architectural & Engineering ☐ Personal Services

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

☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ________________________________

Exceptions to Bidding (Please provide appropriate documentation):

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

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

*Resolution Required

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

Please attach the following:

- Copy of Intergovernmental Agreement with other agency

- Confirmation that vendor agrees to participation

- Documentation that contract was awarded in compliance with bidding law

- Documentation that Agency posted bid/solicitation notice on its website or provided access to the notice

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

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

☐ Open Space ☐ Post, Advertise, & Fill Position

☐ Other (please describe):

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

TOTAL COST/AMOUNT (Include sales & use tax): 29000

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 118 XXX.XXX.XX.XX

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

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

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

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

Page 2
CONTRACT #2017-19 CCAP
Amendment #2

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

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

1. Amends the budget as outlined in Exhibit E- Budget- Amendment #2.

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

__________________________________________
Lisa Olsen, Chairperson

__________________________________________
Frank Wolfe, Commissioner

__________________________________________
Lisa Ayers, Commissioner

CONTRACTOR- Coastal CAP

__________________________________________
Signature                                      Date

__________________________________________
Title

ATTEST

__________________________________________
Marie Guernsey                                   Date
Clerk of the Board
### Exhibit E - Budget - AMENDMENT #2

<table>
<thead>
<tr>
<th>Dept of Commerce Funding</th>
<th>Original Contract</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHG: Admin</td>
<td>5,676</td>
<td>5,676</td>
<td>5,676</td>
<td>-</td>
</tr>
<tr>
<td>CHG: For Profit Rent</td>
<td>39,760</td>
<td>39,760</td>
<td>39,760</td>
<td>-</td>
</tr>
<tr>
<td>CHG: Other housing costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>CHG: Operations</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>-</td>
</tr>
<tr>
<td>CHG: Operations (Housing Navigator)</td>
<td>11,375</td>
<td>11,375</td>
<td>11,375</td>
<td>-</td>
</tr>
<tr>
<td>TANF: For Profit Rent</td>
<td>13,773</td>
<td>13,773</td>
<td>13,773</td>
<td>-</td>
</tr>
<tr>
<td>TANF: Operations (Housing Navigator)</td>
<td>2,380</td>
<td>1,380</td>
<td>1,380</td>
<td>-</td>
</tr>
<tr>
<td>HEN: Admin</td>
<td>11,042</td>
<td>11,042</td>
<td>11,042</td>
<td>-</td>
</tr>
<tr>
<td>HEN: Housing Navigator</td>
<td>51,050</td>
<td>51,050</td>
<td>51,050</td>
<td>-</td>
</tr>
<tr>
<td>HEN: Operations</td>
<td>18,750</td>
<td>18,750</td>
<td>18,750</td>
<td>-</td>
</tr>
<tr>
<td>HEN: Rent &amp; Housing Costs</td>
<td>94,431</td>
<td>94,431</td>
<td>123,431</td>
<td>-</td>
</tr>
</tbody>
</table>

### Document Recording Fees (179)

<table>
<thead>
<tr>
<th>Document Recording Fees (179)</th>
<th>Original Contract</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2017 - December 31, 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td>13,450</td>
<td>13,450</td>
<td>13,450</td>
<td>-</td>
</tr>
<tr>
<td>Rent and Other Housing Costs</td>
<td>44,664</td>
<td>44,664</td>
<td>44,664</td>
<td>-</td>
</tr>
<tr>
<td>North County Project Homeless Connect</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>-</td>
</tr>
<tr>
<td>AmeriCorps</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>-</td>
</tr>
<tr>
<td>January 1, 2018 - December 31, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td></td>
<td>13,450</td>
<td>13,450</td>
<td>-</td>
</tr>
<tr>
<td>Rent and Other Housing Costs</td>
<td></td>
<td>41,354</td>
<td>41,354</td>
<td>-</td>
</tr>
<tr>
<td>North County Project Homeless Connect</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>AmeriCorps</td>
<td></td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Updated 9-6-2017
# AGENDA REQUEST FORM

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>APPROVED</th>
<th>DENIED</th>
<th>Subject to Adequate Budget Appropriations</th>
<th>NO ACTION TAKEN/WITHDRAWN</th>
<th>DEFERRED TO:</th>
<th>CONTINUED TO DATE:</th>
<th>Initial:</th>
<th>DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Review</th>
<th>Clerk of the Board</th>
<th>Risk Mgmt</th>
<th>Legal Required</th>
<th>TIME:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DISTRIBUTION LIST:</th>
<th>UF</th>
<th>Assessor</th>
<th>DPW</th>
<th>NDC</th>
<th>Superior Court</th>
<th>RF</th>
<th>CF</th>
<th>SEA</th>
<th>Clerk</th>
<th>Fair</th>
<th>Health</th>
<th>SDC</th>
<th>Sheriff</th>
<th>Treasurer</th>
<th>Veg Mgmt</th>
<th>WSU Ext.</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## AGENDA ITEM REQUEST

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

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

| SIGNATURE: | |
| DATE: | 4/25/2018 |

## NARRATIVE OF REQUEST

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

Approve Judge Pro-Tem Verification Certificates pertaining to Michael S. Turner and Joel Penoyar for North District Court and pertaining to South District Court for Scott Harmer

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
VERIFICATION CERTIFICATE

Bond No.: 105238094

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

May 19, 2009, in the amount of Ten Thousand

($10,000.00) on behalf of

Michael S. Turner (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated April 17, 2018

Travelers Casualty and Surety Company of America

By: [Signature]

Attorney-in-Fact Katie Schneider
VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 105239850

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

May 19, 2009, in the amount of Ten Thousand

( $10,000.00 ) on behalf of

Joel Penovar (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated April 17, 2018

Travelers Casualty and Surety Company of America

By: Katie Schneider

Attorney-in-Fact

F-307-J (06-08)
VERIFICATION CERTIFICATE

Bond No.: 105238672

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

May 03, 2009, in the amount of Ten Thousand

( $10,000.00 ) on behalf of

Scott Harmer (as Principal),

and in favor of Pacific County (as Obligee),
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated April 17, 2018

Travelers Casualty and Surety Company of America

By: Attorney-in-Fact Katie Schneider
AGENDA REQUEST FORM

**REQUESTED MEETING DATE:**
5/8/2018

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

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

**DEPARTMENT/OFFICE:** Commissioners Office

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

**SIGNATURE:**

**DATE:** 5/1/2018

**NARRATIVE OF REQUEST**

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board):
Confirm letter of support for the City of South Bend's application pertaining to funding for lighting of the newly renovated baseball field at Cheney Park

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
April 24, 2018

Washington State Recreation and Conservation Program
Youth Athletics Facilities Program
P O Box 40917
Olympia, WA 98504-0917

Dear Youth Athletics Facilities Advisory Committee;

The Board of Pacific County Commissioners would like to offer full support for the City of South Bend’s application regarding funding for lighting the newly renovated baseball field at Cheney Park.

Pacific County is a small rural county, located in a remote area of Washington State. The County, as well as the four incorporated cities within the county, is faced with many challenges related to the downturn in the economy and dwindling state and federal resources. Identifying ways to work collaboratively to assure that important services and facilities are available for our residents is what we do best. Renovating and upgrading Cheney Park in South Bend is a great example. The City partnered with South Bend School District to author several successful grant applications and rallied students, community members, and local business owners to revitalize a once run down, underutilized park into a state-of-the-art baseball complex and recreational facility.

Data reveals the overall health of those living in Pacific County ranks 31st of the 39 counties in Washington. This is an alarming statistic that has been the focus of public health interventions for the past several years. In general, those living in Pacific County have higher rates of obesity, are less physically active and suffer from long term illnesses related to poor health behaviors and lack of access to providers and services. Unfortunately the trend among our youth is similar. Providing year round access to quality, inviting recreational activities is key to impacting this trend.

The final phase of the Cheney Park renovation is installing lighting at the baseball fields. The lighting will expand the hours and days the fields are available for use and maximize the potential of this valuable resource. Pacific County receives approximately 82 inches of rain per year, so having a field that is playable after that kind of weather is an option our rural area has never had before.
April 24, 2018
Page 2

We encourage your support of the City of South Bend’s application for funding that will provide youth, adults, and families with the full use of an impressive and much needed recreational complex in the north Pacific County area.

Thank you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner
PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #54

MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, April 24, 2018 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Lisa Martindale, Administrative Assistant II

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

YEARS OF SERVICE

5 Years- Lisa Martindale (DCD)

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 Public Works

Approve Local Agency Agreement No. LA 9255 Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation regarding the Upper Naselle Road Resurfacing Project and authorize Chair and County Engineer to sign

Department of Community Development

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

April 24, 2018 Page 48
Health and Human Services

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

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

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

General Business

Approve Vendor Claims; Warrants Numbered 141500 thru 141605 in the amount of $223,171.34

Approve regular meeting minutes of April 10, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Rescind the motion made on April 10, 2018 regarding Richard Mark hired as an Engineer Technician and approve hire of 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, subject to acceptance of an effective date of January 1, 2018 through December 31, 2019, and authorize Chair to sign

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
ITEMS REGARDING BOARD OF SUPERVISORS (FCZD #1)

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 – DEFERRED to meeting of May 8, 2018

ITEMS REGARDING HEALTH AND HUMAN SERVICES

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

Adopt Resolution 2018-014 in the matter of Setting Fees for Services performed by the Health and Human Services Department

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

ITEMS REGARDING BOARDS AND COMMISSIONS

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

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

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Proclamation establishing the month of May as Mental Health Awareness Month

Accept Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2018, and accept Corporate Guarantee in lieu of a bond

Adopt Resolution 2018-015 in the matter of Sweeping Interest and Investment Returns into the Current Expense Fund in accordance with RCW 36.29.020

Adopt Resolution 2018-016 amending the Pacific County Personnel Policy by adding the job description Engineer Technician II, Grade 10, and updating the education requirements of the following positions: Senior Planner, Senior Building Inspector, Senior Environmental Health Specialist, Senior Engineer, Senior Engineering Technician and Senior GIS Analyst

EXECUTIVE SESSION – None held
ITEMS REGARDING AUDITOR’S OFFICE

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

Approve request to change name on the non-profit elections mailing account from County Auditor Pacific County Washington to Pacific County Auditor to simplify and reduce cost for processing our ballot mailing envelopes

ITEMS REGARDING GENERAL BUSINESS

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

Move to accept Statement of Qualifications received from Coast and Harbor Engineering, a division of Mott MacDonald and authorize the County Administrator to negotiate contract terms. Coast and Harbor Engineering was the only response received to the County’s request for qualifications

Approve Vendor Claims, Warrants Numbered 141606 thru 141703 in the amount of $121,674.81, subject to adequate budget appropriations

MEETING CLOSED – 9:12AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

________________________________________________________________________
Lisa Olsen, Chair

ATTEST:

________________________________________________________________________
Frank Wolfe, Commissioner

________________________________________________________________________
Marie Guernsey
Clerk of the Board

________________________________________________________________________
Lisa Ayers, Commissioner

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

Copy of letter dated February 27, 2018, regarding denial of Claim for Damages #2018-02-002.

Email dated March 13, 2018, from Raymond McKean thanking Tom Gradt for road repair at 36th Lane in Seaview.

Notice dated March 26, 2018, from the WA State Liquor and Cannabis Board regarding Liquor License Application for the Sou’Wester Artist Residency/Sou’Wester.

Certificate of Liability Insurance dated April 10, 2018, from Stripe Rite Inc. pertaining to the Pacific County Signing Upgrade Project 2016.

Letter dated April 11, 2018, from Michael J. Gaffney, Acting Director of WSU Extension thanking Commissioners for continued support and interest.

Copy of letter dated April 11, 2018, regarding denial of Claim for Damages #2018-02-001 and for denial of Claim for Damages #2015-03-005.

Copy of letter dated April 17, 2018, from Representative Jim Walsh to WA State Department of Agriculture regarding denial of a permit application for the use imidacloprid by Willapa Bay/Grays Harbor oyster farmers.

Email dated April 17, 2018, from Vicki Vanneman to Tammy Engel and Scott Johnson regarding removal of a motor home at Bay Avenue and Park.

Release and Hold Harmless Agreement received on or about April 19, 2018, pertaining to Claim for Damages #2018-02-003.

Email response dated April 23, 2018, from Commissioner Frank Wolfe to Magen Michaud regarding fireworks legal discharge days reduction.

Email dated April 24, 2018, (forwarded by Tammy Engel) from Bonnie Lou Cozby regarding the great job of litter clean up.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

April 2, 2018
Workshop re: DCD Fee Schedule
Departmental Briefings
Workshop w/ Auditor re: new elections system

April 9, 2018
Call for Bids-Exterior Courthouse Painting project
Workshop w/ Public Works re: parks & roads
Meeting Agenda Review

April 10, 2018
BOH/BOCC meetings
Public Hearing
Official / Area Specific Newspaper
Elected Officials
Legislative Wrap Up meeting w/ Representative Walsh

April 16, 2018
Departmental Briefings

April 19, 2018
Executive Session re: potential litigation

April 23, 2018
Follow-up workshop re: Willapa NWR office and water system
Meeting Agenda Review
Workshop re: DCD fee schedule review

April 24, 2018
BOH/BOCC meeting
Workshop w/ PCSO re: boating agreements and staffing
Workshop w/ M. Nordin re: resources board
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, May 8, 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

141704    thru    141779    $ 113,575.40

Warrants Dated: April 27, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

______________________________
Chairman

______________________________
Commissioner

______________________________
Commissioner

_______________________________________
Auditor/Deputy Auditor

ATTEST:

______________________________
Clerk of the Board

______________________________
Commissioner

RECEIVED
PACIFIC COUNTY

APR 3 0 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Rescind motion of April 24, 2018 and approve amended Local Agency Agreement No. LA 9255 Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation regarding the Upper Naselle Road Resurfacing Project and authorize Chair and County Engineer to sign.

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 1.52 construction funds submittal.

Rescind motion of April 24, 2018 and approve amended Local Agency Agreement No. LA 9255 Supplement No. 1 and Federal Aid Project Prospectus with WA State Department of Transportation regarding the Upper Naselle Road Resurfacing Project and authorize Chair and County Engineer to sign.
Local Agency Agreement Supplement

Agency: County of Pacific

Supplement Number: 1

Federal Aid Project Number: STPR-F252(001)
Agreement Number: LA 9255
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 1.52
Description of Work: ✓ No Change
Length: 1.52 miles

Reason for Supplement
Request Construction Funds.

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

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE 86.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Agency</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>2,700.00</td>
<td>17,300.00</td>
<td></td>
</tr>
<tr>
<td>b. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for PE</td>
<td></td>
<td>0.00</td>
<td>20,000.00</td>
<td>2,700.00</td>
<td>17,300.00</td>
</tr>
<tr>
<td>c. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. State</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
<td>20,000.00</td>
<td>0.00</td>
<td>20,000.00</td>
<td>2,700.00</td>
<td>17,300.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Agency</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. State</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. Total RW Cost Estimate (f+g+h+i)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Construction 86.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>k. Contract</td>
<td>520,000.00</td>
<td>520,000.00</td>
<td>70,200.00</td>
<td>449,800.00</td>
<td></td>
</tr>
<tr>
<td>l. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratio for CN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o. Agency</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>2,025.00</td>
<td>12,975.00</td>
<td></td>
</tr>
<tr>
<td>p. State</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>q. Total CN Cost Estimate (e+f+g+h+i)</td>
<td>0.00</td>
<td>537,000.00</td>
<td>537,000.00</td>
<td>72,495.00</td>
<td>464,505.00</td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (e+f+g+h+i)</td>
<td>20,000.00</td>
<td>537,000.00</td>
<td>557,000.00</td>
<td>75,195.00</td>
<td>481,805.00</td>
</tr>
</tbody>
</table>

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

Agency Official
By
Title

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

DOT Form 140-041
Revised 06/2015
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

### Federal Aid Project Number
- **STPR-F252(001)**

### Local Agency Project Number
- **CRP 1651**

### Project Title
- **Upper Naselle Road Resurfacing**

### Route and Mile Post
- **North Valley Road**
  - **Begin Mile Post**: 0.00
  - **End Mile Post**: 1.52
  - **Length of Project**: 1.52

### Start and End Locations
- **Start Latitude**: N 46.3661
- **End Latitude**: N 46.3717
- **Start Longitude**: W 123.7756
- **End Longitude**: W 123.7460

### Project Termini From-To
- **State Route 4**
- **North Valley Road**

### Nearest City Name
- **Naselle**

### Project Zip Code (+4)
- **98638-8543**

### Award Type
- **Local Forces**

### Congressional District(s)
- **3**

### 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.

### Local Agency Contact Person
- **Michael W. Collins**  
  - **Title**: Director/County Engineer  
  - **Phone**: 360-875-9368

### Mailing Address
- **211 N Commercial Street**  
  - **City**: Raymond  
  - **State**: WA  
  - **Zip Code**: 98577

### Project Prospectus

By ________________________________  
**Title**: Director/County Engineer  
**Approving Authority**  
**Date**
### 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>Reconstruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian / Facilities</td>
<td>2-R</td>
<td></td>
</tr>
<tr>
<td>Railroad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Geometric Design Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Functional Classification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban</td>
<td>Rural</td>
<td>NHS</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>Minor Arterial</td>
<td>Collector</td>
</tr>
<tr>
<td>Terrain</td>
<td>Flat</td>
<td>Roll</td>
</tr>
<tr>
<td>Posted Speed</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Design Speed</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Existing ADT</td>
<td>547</td>
<td></td>
</tr>
<tr>
<td>Design Year ADT</td>
<td>547</td>
<td></td>
</tr>
<tr>
<td>Design Year</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Design Hourly Volume (DHV)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Performance of Work

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

### Environmental Classification

- Class II - Categorically Excluded (CE)
- Projects Requiring Documentation (Documented CE)
- Class I - Environmental Impact Statement (EIS)
- Class III - Environmental Assessment (EA)

### Environmental Considerations

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

- **☑ Yes Right of Way Needed**
  - *All construction required by the contract can be accomplished within the exiting right of way.*
- **☐ Right of Way Needed**
- **☐ No Relocation**
- **☐ Relocation Required**

### Utilities

- **☑ No utility work required**
- **☐ All utility work will be completed prior to the start of the construction contract**
- **☐ All utility work will be completed in coordination with the construction contract**

### Railroad

- **☑ No railroad work required**
- **☐ All railroad work will be completed prior to the start of the construction contract**
- **☐ All the railroad work will be completed in coordination with the construction contract**

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

**FAA Involvement**

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

**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 it's 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**
### AGENDA REQUEST FORM

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

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

**Distribution List:**

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

### AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** DEPT OF PUBLIC WORKS

**DIVISION (if applicable):**

**OFFICIAL NAME & TITLE:** DOTS GRAVES

**PHONE / EXT:** EXT 2288

**SIGNATURE:**

**DATE:** APRIL 20, 2018

**NARRATIVE OF REQUEST**

Parks Department requests approval of Special Use Agreement with Morehead Junior Grange Camp for the use of Morehead Park July 14-21, 2018.

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

Approve Facility Use Application from Morehead Junior Grange for use of Morehead Park July 14-21 2018, subject to receipt of required insurance 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: Morehead Junior Grange Camp

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

3. Description of event: Summer resident camp for Junior Grange members

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

5. Date(s) of event: July 14-21, 2018
   Hour(s) of operation: Arrive after 2pm on 7/14.
   Depart by 12pm on 7/21.

6. Has the event been held previously? ☑ Yes ☐ No Date(s): 2006-2017
   If yes, location held: Morehead

7. Estimated attendance: 40

8. Name of Event Representative: Tom Gwin

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

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

11. Event Representative address: PO Box 181
   Humphrey, WA 98552

12. Emergency contact name and phone number: Tom Gwin 360-581-0177
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
<th>NOTE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will there be alcohol served at the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board.</td>
</tr>
<tr>
<td>Will County staffing be requested at the event? <em>May be required by the County.</em></td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a list of those services and outline specific duties.</td>
</tr>
<tr>
<td>Is your event is open to the public?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements).</td>
</tr>
<tr>
<td>Will food and beverage be served at your event and last beyond 8 pm</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements).</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td></td>
<td></td>
<td></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, the County has a noise ordinance in effect (see County Code for details).</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, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will off-site parking be needed?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach parking plan.</td>
</tr>
<tr>
<td>Will there be shuttle buses provided for attendees?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a map of their route.</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, please attach a copy.</td>
</tr>
<tr>
<td>Will there be food served?</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 additional bathroom facilities be used?</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>Do you have a plan for garbage and recycling?</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>Will a temporary structure be erected for this event?</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>Have you obtained a Certificate of Insurance specifically naming Pacific County? Insurance supplied by WA State</td>
<td></td>
<td></td>
<td></td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
</tbody>
</table>

*Note: Certification will be sent upon policy renewal in June.*
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]

Signature of Applicant/Representative

[City & State where signed]

Date

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

Name: [Name] Contact #: [Contact #]

Name: [Name] Contact #: [Contact #]

Name: [Name] Contact #: [Contact #]

Name: [Name] Contact #: [Contact #]

ATTACHMENT B-REVISED 8/22/2017
FACILITY USE APPLICATION PROCESS
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:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
ADOPT RESOLUTION 2018-______

ADJUSTING COMPENSATION RATES FOR PUBLIC EMPLOYEES' RETIREMENT SYSTEM ELIGIBLE POSITIONS

RESCIND RESOLUTION 2017-015

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 REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

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

SIGNATURE: __________________________ DATE: 4-26-18

NARRATIVE OF REQUEST

Request to rescind Resolution No. 2017-015 and adopt attached resolution setting wages for temporary employees.

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

Adopt Resolution 2018-______ adjusting compensation rates for Public Employees' Retirement System ineligible positions and rescind Resolution 2017-015

Revised 8/2015

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

A RESOLUTION ADJUSTING THE COMPENSATION RATES TO BE PAID AND THE BENEFITS TO BE PROVIDED PERSONS EMPLOYED IN WASHINGTON PUBLIC EMPLOYEES’ RETIREMENT SYSTEM INELIGIBLE POSITIONS BY PACIFIC COUNTY AND RESCINDING RESOLUTION NO. 2017-015

WHEREAS, various provisions in the Law of the State of Washington authorize the county legislative authorities to set the salaries and provide appropriate benefit plans and payments for the employees of their respective counties; and

WHEREAS, certain operations benefit from the use of persons employed in casual, project (seasonal), and temporary positions; and

WHEREAS, the Washington Public Employees’ Retirement System (“PERS”) was created for the employees of the State of Washington and its political subdivisions; and

WHEREAS, the Union Collective Bargaining Agreements with Local 367 and Local 367C and the Personnel Policy define “casual, project (seasonal), and temporary positions”; now therefore

BE IT HEREBY RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, the County Legislative Authority for Pacific County, Washington that the mentioned occupations will be compensated as follows:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Aide</td>
<td>$11.50 to $15.00</td>
</tr>
<tr>
<td>General Facilities Division Worker</td>
<td>$11.50 to $15.00</td>
</tr>
</tbody>
</table>

IT IS FURTHER RESOLVED the starting salary for the classification will be determined by the Director of Public Works; and

BE IT STILL FURTHER RESOLVED the occupants in these PERS ineligible positions will be afforded only the fringe benefits the employer is mandated to provide by federal and/or state law (i.e., social security, industrial insurance, etc.) and

IT IS STILL FURTHER RESOLVED Resolution No. 2017-015 is hereby rescinded.

PASSED by the following vote this ______ day of __________________, 20____ by the Board of 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.

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

Agenda Item #: 12

Initial: __________________ Date: __________________

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

BOCC ACTION: □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________

□ CONTINUED TO DATE: __________________ TIME: __________________

□ OTHER: __________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: __________________ DATE: 4-26-18

NARRATIVE OF REQUEST

Please acknowledge the attached Proposal and Service Agreement from Johnson Controls to provide on-site programming and testing of the fire alarms for the Courthouse Basement Remodel.

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

Approve Proposal and Service Agreement with Johnson Controls to provide services for on-site programming and testing for the courthouse basement remodel project and authorize Chair to sign, subject to adequate budget appropriations
PROPOSAL AND SERVICE AGREEMENT

Customer: Joe Camenzind
Job Location: Pacific County Courthouse – Basement Work
Office: 360 875-9443

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of work:

JCI to provide services for on-site programming and testing for the basement remodel project, estimated portal to portal by Pacific County at 8 hours at $217 per hour ($1736).

The County will purchase fire alarm parts from a third party and obtain the permit directly for any Fire Alarm modifications. Pacific County will also hire an electrician to wire the alarm modifications, as required. The JCI technician will only be responsible to perform programming changes (nomenclature changes, add LCD Annunciator and add Pull) and to perform smoke detector testing for the basement devices.

Any labor that exceeds 8 hours or time considered overtime (over 8 hours in a single day) will be billed at time and a half, and labor will be billed actual on acceptance of this proposal. Pacific County also assumes full responsibility of system integrity with the use of 3rd party parts (no warranty) as well as system capacity loads since this will not be processed through our engineering department for proper loads.

Scope of Work continued on attached Amendment.

Customer

By: ____________________________
Name: __________________________
Title: __________________________

JOHNSON CONTROLS FIRE PROTECTION LP

By: Paula Goode
Name: __________________________
Title: Service Sales
Email: Paula.Goode@JCI.COM

©2017 JOHNSON CONTROLS FIRE PROTECTION LP. All rights reserved.
1. Payment. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a time and material basis, the Customer shall be responsible for the entire cost of any repair work performed by or at the request of the Customer. The work performed shall include labor, materials, and other direct costs, and shall be billed at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement, unless otherwise agreed to in writing between the parties. Customer shall pay Company within thirty (30) days of the date of the invoice. Company reserves the right to charge interest on any amounts not paid within thirty (30) days of the invoice date at a rate equal to the lesser of (a) the interest rate of the Federal Reserve Bank plus one percent (1%) or (b) the maximum rate allowed by applicable law. Failure to pay any amount due by the date agreed shall result in the application of a service charge of ten percent (10%) to the balance due. The Customer shall be liable for all additional costs incurred by Company in connection with the installation, repair, or removal of the equipment, including, but not limited to, labor, materials, and transportation. All costs and charges shall be paid prior to the completion of the work. In the event of dissatisfaction with the work performed, the Customer shall have the option to reject the work and to require the work to be perform...
recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted in the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the System(s), equipment, and components are operational at this time of inspection. Full responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company’s then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer’s knowledge there is no:
- "Permit confined space,” as defined by OSHA,
- "Risk of infectious disease,"
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surfaces of the floors, walls, ceilings, insulation, or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions”.

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP, MATERIALS, AND EQUIPMENT OF ALL KINDS USED IN THE PERFORMANCE OF THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETEEN (19) MONTHS FROM THE DATE OF INSTALLATION.

If the product or equipment fails to perform properly, Company will, at its option, repair or replace the product or equipment at no additional charge. This warranty does not apply to normal wear and tear, and does not cover damage resulting from accidents, misuse, or abuse.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure to workers to Hazardous Conditions; provided that the Customer acknowledges that the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company in relating in any way to this Agreement, including but not limited to the Services under this Agreement, shall not relieve either Customer or Company of the obligation to perform the contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent It in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer’s general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of availability of products or services due to the market or unforeseen circumstances.

In the event the Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or any part thereof, at the discretion of Company, and, at the discretion of Company, may assign all or part of its rights and obligations under this Agreement to any other person or entity at the discretion of Company, and Company shall be provided with the claim for any recovery due to Company in connection with enforcing or attempting to enforce this Agreement.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UWH equipment; provision of fire watches; clearing of ice blockages; drilling of improperly pitched piping; batteries; removing of chemical suppression systems; readjusting of, upgrading, and maintaining computer software; mailing repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer’s premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"); power failure, current fluctuation, failure due to non-Company installation, lighting, electrical storm, or other severe weather, water damage, or other external cause.

19. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

20. License Information (Security System Customers):

License Information (Security System Customers): AL 209154, MS 18030240, GA 209760, MA 80313000, NC 00161104, PA 170362, TN 06021802, VA 20002408, WV 1737245, WV 1737245, WV 1737245, WV 1737245

©2017 JOHNSON CONTROLS FIRE PROTECTION LP. All rights reserved.

SG/225 (Rev. 11/17)
Rescind motion of March 13, 2018 and approve the 2018 Chinook Park Maintenance & Operation Contract with the Port of Chinook in the amount of $6,000, effective May 1 through September 30, 2018, subject to receipt of required insurance and adequate budget appropriations.
2018 CHINOOK PARK
MAINTENANCE AND OPERATION CONTRACT

This CONTRACT, made and entered into this day between the Port of Chinook, hereinafter called the PORT, a political subdivision of the State of Washington, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

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

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

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

2. The PORT shall have the park available for day use only by the general public between the hours of 7:00 AM until dusk from May 1 through September 30. The park shall be open an additional thirty (30) days of consecutive operation, either prior to May 1 or after September 30 or a split combination thereof. The operation of the park can exceed 6 months, but must be consecutive with the regular operating period and at the PORT’s discretion, but the COUNTY will not provide compensation for the extended period.

3. The PORT will provide the park user reasonable security from injury to themselves or damage to their possessions [and furthermore, the fee paying user will be provided entrance to the exit from the park during hours of closure to the general public.]

4. The PORT shall not collect fees from persons or groups that use the park.

5. If a group requests permission for overnight camping for a special function, advance written authorization must be given by the COUNTY.

6. The COUNTY will pay a hosting fee of $6,000 (six thousand dollars) in equal monthly installments ($750) beginning in May for calendar year 2018.

7. No structures shall be erected on the premises and no residences will be permitted without prior approval of the COUNTY.

8. The storage of equipment or articles by the PORT within the park shall be limited to equipment or articles that are used for the park’s maintenance and that fit into the park storage shed.
9. **Custodial Services:** The Port shall provide, at their expense, regular janitorial/custodial services which ensure the park and restrooms are at all times maintained in a sanitary condition.

10. The COUNTY agrees to allow the PORT to use their riding lawn mower (John Deere S/N Mod 277H1073604) with no usage fee, for the purpose of park mowing and for park maintenance within the boundaries of Chinook Park. The PORT agrees to maintain the mower at their cost for the duration of this contract. At the conclusion of this contract, the mower shall be returned to the COUNTY in proper working order.

11. The PORT shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, etc., all to be completed with their own equipment with the exception of the County mower.

12. The COUNTY shall be responsible for repairs and maintenance to existing road, seawall and major buildings and will provide tree and brush maintenance when necessary. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY and the COUNTY shall not be held liable for any losses of any nature by the PORT or other affected parties.

13. The PORT will provide reasonable watchman security services.

14. The PORT agrees to provide all necessary operating supplies for the restrooms, supplied at the PORT's sole cost and expense.

15. Electric power, water, sewerage, garbage disposal services and local phone service shall be provided by the COUNTY for park operations. No other utility services shall be provided.

16. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the PORT further understands and agrees that the responsibility for payment of taxes remains with the PORT. It is further understood that the PORT is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.
17. This contract shall commence on May 1, 2018 and terminate December 31, 2018. Either party shall have the right of cancellation or termination of this contract, with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least sixty (60) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse, except for any sums owing to either party at the end of cancellation or termination. The PORT shall be solely responsible for removing all their property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said property has not been removed within the time specified, the COUNTY shall have said property removed and the PORT shall be solely responsible for bearing all costs involved.

18. The PORT shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.

It is understood that the PORT shall not allow property owned by the COUNTY to be removed from premises. [This includes, but is not limited to, any fallen trees located within the park.]

19. LIABILITY

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

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

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

C. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that CONTRACTOR’s liability insurance policy shall so state.

E. Indemnification: In accepting this Contract, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

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

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

20. ATTORNEY’S FEES/COST OF SUIT AND VENUE
If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit.

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

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

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

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific
C. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

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

21. 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.

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

DATED THIS _______ of ____________________________, 201__

BOARD OF COMMISSIONERS
THE PORT OF CHINOOK
PO BOX 185
CHINOOK, WA  98614

[Signature]
By: Gary Cobes
Chairperson of PORT of Chinook

ATTEST:

[Signature]
By: Guy Glenn, Jr.
Manager of PORT of Chinook

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Vice Chair

Lisa Ayers, Member

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

Prosecutor’s Office WSBA#
Approve Facility Use Application from Jaylee Bradley for use of Morehead Park July 6-8, 2018, subject to receipt of required insurance 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 Brueport, 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: Bradley Family Campout

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

3. Description of event: Family camping/family reunion

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

5. Date(s) of event: 7/14/18-7/18/18 Hour(s) of operation: 

6. Has the event been held previously? ☒ Yes ☐ No Date(s): Annually
   If yes, location held: 220 Coss Creek Rd Langley, WA 98260

7. Estimated attendance: 40-50

8. Name of Event Representative: Jaylee Bradley

9. Home Phone: N/A Cell Phone: 360-520-1393

10. Event Representative email address: Jaylee Bradley@hotmail.com

11. Event Representative address: 220 Coss Creek Rd Langley, WA 98260

12. Emergency contact name and phone number: Sterry 360-520-1320
<table>
<thead>
<tr>
<th><strong>Please check Yes, No or Not Applicable (NA) for the following questions.</strong></th>
<th><strong>YES</strong></th>
<th><strong>NO</strong></th>
<th><strong>NA</strong></th>
<th><strong>NOTE:</strong> All required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will there be alcohol served at the event?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board.</td>
</tr>
<tr>
<td>Will County staffing be requested at the event? <em>May be required by the County.</em></td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, attach a list of those services and outline specific duties.</td>
</tr>
<tr>
<td>Is your event 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></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, the County has a noise ordinance in effect (see County Code for details).</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, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will off-site parking be needed?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, attach parking plan.</td>
</tr>
<tr>
<td>Will there be shuttle buses provided for attendees?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, attach a map of their route.</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 a informational flyer advertising the event?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>If yes, please attach a copy.</td>
</tr>
<tr>
<td>Will there be food served?</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 additional bathroom facilities be used?</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>Do you have a plan for garbage and recycling?</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>Will a temporary structure be erected for this event?</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>Have you obtained a Certificate of Insurance specifically naming Pacific County?</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
</tbody>
</table>
WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

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

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

Signature of Applicant/Representative __________________________ 4/20/2018

Longview, WA __________________________
City & State where signed

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

Name: Jaylene Bradley Contact #: 360-520-1393

Name: __________________________ Contact #: __________________________

Name: __________________________ Contact #: __________________________

Name: __________________________ Contact #: __________________________
FOR PACIFIC COUNTY USE ONLY

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

Initials Date

Comments:

__________________________________________________________________________

__________________________________________________________________________

Administrative/Risk Review: YES 5/1/18 Approved: Yes ___ No ___

Initials Date

Comments:

Pending receipt of insurance

__________________________________________________________________________

Board of Pacific County Commissioners Approval:

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

________________________________________
Chairperson

ATTEST:

________________________________________
Clerk of the Board Date

Conditions of Approval:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Approve issuance of Call for Bids for the 2018 Signing Upgrade Project and authorize Clerk of the Board to set bid opening date after construction funds are received.

AGENDA ITEM REQUEST

Request to approve Public Notice, Call for Bid and Notice to Contractors for the 2018 Signing Project. DPW is requesting authorization to proceed with coordinating with the Clerk of the Board for setting the bid opening date when construction funds are authorized.

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

Approve issuance of Call for Bids for the 2018 Signing Upgrade Project and authorize Clerk of the Board to set bid opening date after construction funds are received.
PUBLIC NOTICE
CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners’ Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of ________________ on __________________________, 20____ and will then and there be opened and publicly read for the:

PACIFIC COUNTY SIGNING UPGRADE PROJECT 2018

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners’ Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked “Pacific County Signing Upgrade Project 2018”, together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of $25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, at the Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

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

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

Pacific County Signing Upgrade Project 2018

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of _______________ or as soon thereafter as possible, on _______________, 20____ in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the PACIFIC COUNTY SIGNING UPGRADE PROJECT 2018.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

Prosecutor’s Office  WSBA #  Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board  Lisa Ayers, Commissioner
NOTICE TO CONTRACTORS
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
211 N. COMMERCIAL ST., RAYMOND, WASHINGTON 98577

Sealed bids will be received by the Board of County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington, until the hour of ___________________ on _____________________, 20___ and will then and there be opened and publicly read for the:

PACIFIC COUNTY SIGNING UPGRADE PROJECT 2018

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of $25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30a.m. and 4:00p.m., at the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, at the Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

Prosecutor's Office WSBA #

ATTEST:

Marie Guernsey, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner
AGENDA REQUEST FORM

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

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

Initial: ______________________ Date: __________

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

AGENDA ITEM REQUEST

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

**DEPARTMENT/OFFICE:** DPW

**DIVISION (if applicable):** ER&R

**OFFICIAL NAME & TITLE:** Andi Harland

**PHONE / EXT:** 2274

**SIGNATURE:** __________________________

**DATE:** 05-01-18

**NARRATIVE OF REQUEST**

Request approval to surplus Sheriff's vehicles S171, S182 & S183.

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

Authorize the surplus of Sheriff's ER&R vehicles, S171, S182 and S183
Adopt Flood Control Zone District No. 1/Board of Supervisors 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

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

Adopt Flood Control Zone District No. 1/Board of Supervisors 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 OBSTRUCTIONS 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 and to prevent the occurrence of other obstructions to the flow of drainage water.

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 anything, including a private access structure, is identified as an obstruction or potential obstruction by the County to the positive flow within the District maintained drainage easement and there is no emergency, the County Engineer will recommend modification or removal of the obstruction and will notify the legal property owner(s) (Owner) of the circumstance and proposed solution.
2. If the Owner agrees with the County Engineer, the County Engineer, on behalf of the District, will oversee removal of any obstruction including but not limited to culverts, walking paths, or bridges. The Owner and County Engineer will work together to determine which party will perform the work and its schedule.
3. If the legal property owner does not agree with the County Engineer about the obstruction, the solution, or the performance, the owner shall notify the County Engineer and Flood Control Board of Supervisors (Supervisors) of this disagreement within 30 days of the County Engineer’s written decision. This period shall commence upon the date of mailing of that decision. The Commissioners shall then schedule a public hearing on the matter to occur within 30 days of receipt of that notice. The Owner may be represented at this hearing by anyone licensed to practice law in the State of Washington. The County Engineer may be represented by the County Prosecutor or deputy. The hearing shall not require the use of the Washington State Rules of Evidence. The Commissioners shall issue their decision within 15 days of the close of the hearing. This decision shall be a final administrative decision for purposes of appeal.
4. When a private access structure or other obstruction constitutes an emergency, endangering life or property before the end of the process outlined above, then the County Engineer shall a) notify the Owner if possible; and b) oversee removal of that obstruction.
5. The cost for removal of the obstruction identified by the County Engineer will be borne by the Owner. If the Owner contests the assessed cost, the Owner may appeal this cost bill according to the same procedure as contained in #3 above.
6. The private owner is fully responsible for all costs of permitting and replacement of the private access structure.
7. Nothing in this Resolution shall limit the Flood Control District or County from seeking other forms of legal relief.
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

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

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ____________________________

□ CONTINUED TO DATE: ____________________________  TIME: ________________________

□ OTHER: ____________________________________________

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD  DIVISION (if applicable): EH - Litter

OFFICIAL NAME & TITLE: Shawn Humphreys  PHONE / EXT: 360-642-9382

SIGNATURE: ____________________________  DATE: ____________________________

NARRATIVE OF REQUEST

The Department is requesting Board approval for the of hire Alexa Mittge, Litter Crew Supervisor, and A.J. Sanchez, Litter Crew Lead. Both positions are temporary and run approximately 10 weeks beginning June 14, 2018 and ending August 23, 2018 and are funded through CLCP grant.

Ms. Mittge is a 2013 graduate of South Bend High School. Ms. Mittge is currently working on her bachelor’s degree while working for the Centralia School District as a Paraprofessional.

Mr. Sanchez is a 2017 graduate of South Bend High School and a current student at the University of Washington.

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

Approve the hire of Alexa Mittge, Litter Crew Supervisor at a rate of $17.00 and A. J. Sanchez, Litter Crew Lead at a rate of $14.00, effective June 14, 2018 through August 23, 2018, subject to adequate budget appropriations and successful completion of a background check.

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

19

Agenda Item #: 19
Initial: __________________ Date: ________________

Review          Clerk of the Board
    ☐ Subject to Adequate Budget Appropriations
    ☐ No Action Taken/Withdrawn
    ☐ Deferred To: __________________
    ☐ Continued To Date:  __________________
    ☐ Other: __________________

Time: __________________

DISTRIBUTION LIST:
☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court
☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer
☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt
☐ Civil Service  ☐ Health  ☐ SDC  ☐ WSU Ext.
☐ 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 Community Development
DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Shawn Humphreys, EH Director
PHONE / EXT: 2662/2851

SIGNATURE: __________________ DATE: 4/30/2018

NARRATIVE OF REQUEST
The Department requests authorization to sign Department of Ecology grant agreement W2RLSWFA-1719-PaCCDD-00093. This grant will be used to fund the Household Hazardous Waste Facility, mobile hazardous waste collection, and recycling activities through June 2019.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-PaCCDD-00093 for moderate risk waste and recycling programs with WA State Department of Ecology and authorize Director to sign
Agreement No. W2RLSWFA-1719-PaCCDD-00093

WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and PACIFIC COUNTY, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title: 2017-19 LSWFA Pacific Co IMP

Total Cost: $149,518.19
Total Eligible Cost: $149,518.19
Ecology Share: $112,138.64
Recipient Share: $37,379.55
The Effective Date of this Agreement is: 07/01/2017
The Expiration Date of this Agreement is no later than: 06/30/2019
Project Type: Planning/Implementation

Project Short Description:
Pacific County Community Development Department will spend $149,518.19 to continue the moderate risk waste and recycling programs in Pacific County expecting to safely collect and properly manage 12 tons of MRW and divert 200 tons of recyclable material from the waste stream.

Project Long Description:
N/A

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.
### RECIPIENT INFORMATION

**Organization Name:** PACIFIC COUNTY  
**Federal Tax ID:** 91-6001356  
**DUNS Number:** 084604016  
**Mailing Address:** PO Box 68  
South Bend, WA 98586  
**Physical Address:** PO Box 68  
South Bend, Washington 98586  
**Organization Email:** shumphreys@co.pacific.wa.us

### Contacts

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Contact Details</th>
</tr>
</thead>
</table>
| **Project Manager**   | Shawn Humphreys       | Deputy Director  
7013 Sandridge Road  
Long Beach, Washington 98631  
Email: shumphreys@co.pacific.wa.us  
Phone: (360) 642-9382 |
| **Billing Contact**   | Shawn Humphreys       | Deputy Director  
7013 Sandridge Road  
Long Beach, Washington 98631  
Email: shumphreys@co.pacific.wa.us  
Phone: (360) 642-9382 |
| **Authorized Signatory** | Tim John Crose       | Director  
PO Box 68  
South Bend, Washington 98586  
Email: tcrose@co.pacific.wa.us  
Phone: (360) 875-9356 |
ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Greg Gachowsky</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 47775</td>
<td>Olympia, Washington 98504-7775</td>
</tr>
<tr>
<td>Email: <a href="mailto:ggac461@ecy.wa.gov">ggac461@ecy.wa.gov</a></td>
<td>Phone: (360) 407-6125</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Manager</th>
<th>Greg Gachowsky</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 47775</td>
<td>Olympia, Washington 98504-7775</td>
</tr>
<tr>
<td>Email: <a href="mailto:ggac461@ecy.wa.gov">ggac461@ecy.wa.gov</a></td>
<td>Phone: (360) 407-6125</td>
</tr>
</tbody>
</table>
AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: ________________________________
Laurie Davies
Waste 2 Resources
Program Manager

PACIFIC COUNTY

By: ________________________________
Tim John Crose
Director

Template Approved to Form by
Attorney General’s Office
SCOPE OF WORK

Task Number: 1  Task Cost: $58,325.90

Task Title: MRW Collection and Management

Task Description:
Activity: MRW Fixed Facility
RECIPIENT will continue to operate the Moderate Risk Waste (MRW) fixed facility located on 2nd Street in Long Beach, WA as described in the MRW Operations Plan. RECIPIENT may also continue the Waste Exchange Program at the MRW Fixed Facility. RECIPIENT will use trained-certified MRW facility staff to receive, sort, test and pack hazardous waste.

Activity: Small Quantity Generator Assistance
RECIPIENT will work with businesses to provide education and disposal opportunities for SQG’s. RECIPIENT accepts SQG waste by appointment and for a fee. RECIPIENT will track CESQG participation by zip code and must itemize fee revenue as a credit to the task. RECIPIENT must charge a fee to businesses for material collected from conditionally exempt small quantity generators (CESQGs) at any mobile events. Fees collected from CESQGs must be itemized as a credit when requesting reimbursement.

Activity: Used Oil Collection
RECIPIENT may continue to operate, collect, and maintain six used oil collection sites throughout the county. RECIPIENT may utilize the services of a contractor or purchase services as needed to collect and maintain the used oil collection sites.

Activity: Mobile Collection Events
RECIPIENT may continue to plan and coordinate mobile collection events for residents in areas not located near a fixed facility to conveniently and safely drop off household hazardous waste.

RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

RECIPIENT may use a contractor for assistance for portions of this work as described in the contract. Reimbursement for costs incurred by contractors to implement the activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Costs incurred for recycling or disposal of mercury-containing lights accepted by the LightRecycle Washington Program, and recycling or disposal of intentionally crushed mercury-containing lights are not eligible costs under this task.

Generally, the following activities and related costs are eligible under this task. Invoices submitted with the RECIPIENT’s request for reimbursement must support costs: Staff time – facility operations, manage contract(s), monitor used oil sites, coordinate locations/dates of mobile collection events, develop and distribute educational materials, education outreach; purchases and purchased services - costs related to developing educational material; advertising costs, recycling and disposal services of collected material, operations costs; contracted services –
Stericycle Environmental Solutions.

**Task Goal Statement:**
The goal of this task is provide convenient and safe disposal options to residents, diverting hazardous waste from the environment and encourage safer alternatives.

**Task Expected Outcome:**
RECIPIENT expects to divert up to 12 tons of MRW for proper disposal from 260 residential and 4 business participants. RECIPIENT expects to contact 3,500 residents and 25 businesses to participate.

**Recipient Task Coordinator:** Shawn Humphreys

**MRW Collection and Management**

**Deliverables**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Work as defined in the Scope of Work for this Agreement is implemented</td>
<td>06/30/2019</td>
</tr>
</tbody>
</table>
SCOPE OF WORK

Task Number: 2  
Task Cost: $91,192.29

Task Title: Recycling Operations

Task Description:
RECIPIENT will continue recycling services to county residents through the drop box recycling program, special collection events, and promoting public events recycling. RECIPIENT may contract for assistance with this work.

Activity: Drop Box Recycling
RECIPIENT will use an existing contract with Peninsula Sanitation Service and may enter into a new contract to haul and recycling materials deposited within the ten (10) county owned recycling drop box sites identified in the contract. Contractor is responsible for maintenance of the drop boxes including providing the equipment utilized in the maintenance of the drop boxes and surrounding area. Maintenance of the drop boxes provided by the contractor includes general cleanliness and painting, and lubrication and evaluation of all moveable parts.

Activity: Public Events Recycling
RECIPIENT may continue the program for public events recycling in Pacific County. RECIPIENT must get ECOLOGY written approval prior to purchasing tools and supplies for the program.

RECIPIENT may host a Household Appliance Collection Day, annually with the use of the existing contract with Peninsula Sanitation Service, Inc. The contractor provides staff to oversee events including delivery of materials, directing activity, storage and processing. Compensation is a base rate plus additional charges per units collected. This service provides residents with an easy option to recycle hard-to-recycle items such as refrigerators, freezers, washing machines, dryers, dishwashers, hot water heaters, stoves/ovens, microwaves and toaster ovens.

Generally, the following activities and related costs are eligible under this task. Invoices submitted with the RECIPIENT’s request for reimbursement must support costs: Staff time -monitor contracts, program operations, develop and distribute educational materials, provide education outreach; purchases and purchased services - equipment, supplies, tools with ECOLOGY prior approval, costs related to developing educational material, advertising, program promotion, recycling and disposal services of collected material, operations costs; contracted services -2good2toss.com annual renewal.

RECIPIENT will promote the recycling program through education and outreach, and may utilize a variety of media outlets including newspaper, radio television ads, and 2good2toss.com. RECIPIENT may provide outreach through resources including utility bills, flyers, and brochures and will educate and provide outreach about local opportunities to recycle. RECIPIENT will raise awareness about E-Cycle Washington and other product stewardship programs.

RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

Reimbursement for costs incurred by contractors to implement activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.
Task Goal Statement:
The goal of this task is to reduce waste and increase recycling for residents of Pacific County.

Task Expected Outcome:
RECIPIENT expects to collect 200 tons of recyclables from drop boxes.

Recipient Task Coordinator: Shawn Humphreys

Recycling Operations

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Work as defined in the Scope of Work for this Agreement is implemented</td>
<td>06/30/2019</td>
</tr>
</tbody>
</table>
BUDGET

Funding Distribution EG180335

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Pacific Co IMP
Funding Effective Date: 07/01/2017
Funding Source:

<table>
<thead>
<tr>
<th>Title:</th>
<th>State Building Construction Account (SBCA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td>State</td>
</tr>
<tr>
<td>Funding Source %:</td>
<td>100%</td>
</tr>
<tr>
<td>Description:</td>
<td>Local Solid Waste Financial Assistance</td>
</tr>
</tbody>
</table>

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

<table>
<thead>
<tr>
<th>Pacific Co IMP</th>
<th>Task Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRW Collection and Management</td>
<td>$ 58,325.90</td>
</tr>
<tr>
<td>Recycling Operations</td>
<td>$ 91,192.29</td>
</tr>
</tbody>
</table>

Total: $ 149,518.19

Version 10/30/2015
Funding Distribution Summary

Recipient / Ecology Share

<table>
<thead>
<tr>
<th>Funding Distribution Name</th>
<th>Recipient Match %</th>
<th>Recipient Share</th>
<th>Ecology Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Co IMP</td>
<td>25.00 %</td>
<td>$37,379.55</td>
<td>$112,138.64</td>
<td>$149,518.19</td>
</tr>
</tbody>
</table>

Total

$37,379.55

$112,138.64

$149,518.19

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal
remedies, including suspension and debarment.

8. RECIPENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.
GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS
   b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
   c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
   d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS
   This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES
   RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.
   RECIPIENT shall:
   a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
      • For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
      • For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
      • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
   b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
      RECIPIENT shall:
      • Keep the IDP at the project site.
      • Make the IDP readily available to anyone working at the project site.
      • Discuss the IDP with staff and contractors working at the project site.
      • Implement the IDP when cultural resources or human remains are found at the project site.
   c) If any archeological or historic resources are found while conducting work under this Agreement:
      • Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
   d) If any human remains are found while conducting work under this Agreement:

Version 10/30/2015
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then the ECOLOGY Program.
  e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services’ Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIENT may contract to buy goods or services related to its performance under this Agreement. RECIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIENT must have a standard procurement process or follow current state procurement procedures. RECIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIENT shall have the right to appeal decisions as provided for below:
a) RECIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIENTS unsure about whether a QAPP is required for their project shall contact
the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW
This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION
ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS
The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS
RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)
RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified
minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to
authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

i) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of
this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS
The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY’s property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES
In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
   a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
   b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

27. TERMINATION
   a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Version 10/30/2015
RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unreasonably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or in part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend the performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT’s governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Version 10/30/2015
completed on such documents and other materials. Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.
AGENDA REQUEST FORM

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

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

Agenda Item #: 20
Initial: Date: __________

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

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

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

DEPARTMENT/OFFICE: Department of Community Development
DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Shawn Humphreys, EH Director
PHONE / EXT: 2662/2651

SIGNATURE: Date: 4/30/2018

NARRATIVE OF REQUEST
The Department requests authorization to sign Department of Ecology grant agreement W2RLSWFA-1719-PaCCDD-00094. This grant will be used to fund solid waste enforcement and solid waste handling facilities monitoring activities through June 2019.

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

Approve of Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-PaCCDD-00094 to monitor seven (7) solid waste facilities and sites with WA State Department of Ecology and authorize Director to sign

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Agreement No. W2RLSWFA-1719-PaCCDD-00094

WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and PACIFIC COUNTY, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title: 2017-19 LSWFA Pacific Co SWE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost:</td>
<td>$92,229.70</td>
</tr>
<tr>
<td>Total Eligible Cost:</td>
<td>$87,882.67</td>
</tr>
<tr>
<td>Ecology Share:</td>
<td>$65,912.00</td>
</tr>
<tr>
<td>Recipient Share:</td>
<td>$21,970.67</td>
</tr>
<tr>
<td>The Effective Date of this Agreement is:</td>
<td>07/01/2017</td>
</tr>
<tr>
<td>The Expiration Date of this Agreement is no later than:</td>
<td>06/30/2019</td>
</tr>
<tr>
<td>Project Type:</td>
<td>Solid Waste Enforcement</td>
</tr>
</tbody>
</table>

Project Short Description:
Pacific County will spend 87,882.67 to monitor seven (7) solid waste handling facilities and sites for compliance with rules and regulations; will investigate and resolve 220 solid waste complaints; and will attempt to prevent violations in the first place through education and outreach over the two year period.

Project Long Description:
N/A

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.
RECIPIENT INFORMATION

Organization Name: PACIFIC COUNTY

Federal Tax ID: 91-6001356
DUNS Number: 084604016

Mailing Address: PO Box 68
South Bend, WA 98586

Physical Address: PO Box 68
South Bend, Washington 98586

Organization Email: shumphreys@co.pacific.wa.us

Contacts

| Project Manager | Shawn Humphreys  
| Deputy Director | 7013 Sandridge Road  
|                 | Long Beach, Washington 98631  
|                 | Email: shumphreys@co.pacific.wa.us  
|                 | Phone: (360) 642-9382 |

| Billing Contact | Shawn Humphreys  
| Deputy Director | 7013 Sandridge Road  
|                 | Long Beach, Washington 98631  
|                 | Email: shumphreys@co.pacific.wa.us  
|                 | Phone: (360) 642-9382 |

| Authorized Signatory | Tim John Crose  
| Director | PO Box 68  
|          | South Bend, Washington 98586  
|          | Email: tcrose@co.pacific.wa.us  
|          | Phone: (360) 875-9356 |
ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Waste 2 Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
300 Desmond Drive SE  
Lacey, WA 98503

Contacts

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Greg Gachowsky</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 47775</td>
<td></td>
</tr>
<tr>
<td>Olympia, Washington 98504-7775</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ggac461@ecy.wa.gov">ggac461@ecy.wa.gov</a></td>
<td>Phone: (360) 407-6125</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Manager</th>
<th>Greg Gachowsky</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 47775</td>
<td></td>
</tr>
<tr>
<td>Olympia, Washington 98504-7775</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ggac461@ecy.wa.gov">ggac461@ecy.wa.gov</a></td>
<td>Phone: (360) 407-6125</td>
</tr>
</tbody>
</table>
AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: ___________________________ Date ___________________________

Laurie Davies
Waste 2 Resources
Program Manager

PACIFIC COUNTY

By: ___________________________ Date ___________________________

Tim John Crose
Director

Template Approved to Form by Attorney General's Office
SCOPE OF WORK

Task Number: 1

Task Title: Solid Waste Enforcement

Task Cost: $87,882.67

Task Description:
Activity: Solid Waste Facilities/Sites (Permitted/Exempt)
RECIPIENT shall monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC, Solid Waste Handling Standards, Chapter 173-351 WAC, Criteria for Municipal Solid Waste Landfills, Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling, and any related local solid waste regulations, or codes. Ordinance development necessary to comply with chapter 173-350 WAC, including travel to attend Ecology sponsored trainings, are eligible costs for reimbursement under this Agreement.

RECIPIENT shall accomplish monitoring of solid waste handling facilities and sites as prescribed by the applicable solid waste regulation(s), including but not limited to inspections and oversight, review of groundwater data, and annual review of financial assurance.

RECIPIENT shall file all issued permits to ECOLOGY within seven (7) days following issuance in accordance with WAC 173-350-710 (2) (c). New solid waste permit applications and notices of exemption considered during the period for facilities not listed in this task may be managed under this agreement.

Activity: Solid Waste Investigation, Assistance, Enforcement
RECIPIENT shall investigate solid waste related complaints or concerns, including, at RECIPIENT'S discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT shall offer technical assistance about solid waste regulations and how to prevent violations. RECIPIENT shall enforce as necessary. RECIPIENT shall provide public education about proper handling and disposal methods. RECIPIENT expects to conduct the following activities and incur the associated costs:

- Staff time: investigate solid waste related complaints or concerns; follow up, including enforcement; provide technical assistance for proper handling and disposal of solid waste; research emerging solid waste issues; attend work-related trainings; and take part in solid waste organizations.

- Purchases: communication, vehicle use, office supplies (to the extent it is not covered in the overhead), tools (with ECOLOGY prior approval), costs related to education/outreach.

Task Goal Statement:
Protect human health and the environment by ensuring compliance with State and local regulations.

Task Expected Outcome:
The RECIPIENT expects to complete at least one inspection per calendar year at each permitted solid waste facility or site identified under this activity.

Over the two year period, RECIPIENT expects to investigate and resolve 220 solid waste complaints or concerns, and expects to assist in the proper handling of 80 junk or nuisance vehicles. Each complaint or concern will be tracked in the computer system.

Version 10/30/2015
Recipient Task Coordinator: Shawn Humphreys

Solid Waste Enforcement

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Work as defined in the Scope of Work for this agreement is implemented.</td>
<td>06/30/2019</td>
</tr>
</tbody>
</table>
BUDGET

Funding Distribution EG180323

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Pacific Co SWE  
Funding Effective Date: 07/01/2017  
Funding Type: Grant  
Funding Expiration Date: 06/30/2019

Funding Source:

Title: State Building Construction Account (SBCA)  
Type: State  
Funding Source %: 100%  
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate:  
Recipient Match %: 25%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

<table>
<thead>
<tr>
<th>Pacific Co SWE</th>
<th>Task Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Enforcement</td>
<td>$87,882.67</td>
</tr>
</tbody>
</table>

Total: $87,882.67
Funding Distribution Summary

Recipient / Ecology Share

<table>
<thead>
<tr>
<th>Funding Distribution Name</th>
<th>Recipient Match %</th>
<th>Recipient Share</th>
<th>Ecology Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Co SWE</td>
<td>25.00 %</td>
<td>$21,970.67</td>
<td>$65,912.00</td>
<td>$87,882.67</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$21,970.67</td>
<td>$65,912.00</td>
<td>$87,882.67</td>
</tr>
</tbody>
</table>

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If any portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal
remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.
GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS
   b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
   c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
   d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS
   This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES
   RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.
   RECIPIENT shall:
   a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
      • For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
      • For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
      • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
   b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
   RECIPIENT shall:
      • Keep the IDP at the project site.
      • Make the IDP readily available to anyone working at the project site.
      • Discuss the IDP with staff and contractors working at the project site.
      • Implement the IDP when cultural resources or human remains are found at the project site.
   c) If any archeological or historic resources are found while conducting work under this Agreement:
      • Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
   d) If any human remains are found while conducting work under this Agreement:
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT’s designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services’ Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY’s sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

Version 10/30/2015
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the 
RECIPIENT fails to comply with above requirements. 
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered 
modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST 
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or 
responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial 
interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, 
in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES 
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall 
award all contracts for construction, purchase of goods, equipment, services, and professional architectural and 
engineering services through a competitive process, if required by State law. RECIPIENT is required to follow 
procurement procedures that ensure legal, fair, and open competition. 
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT 
may be required to provide written certification that they have followed their standard procurement procedures and 
applicable state law in awarding contracts under this Agreement. 
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement 
practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with 
state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES 
When there is a dispute with regard to the extent and character of the work, or any other matter related to this 
Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal 
decisions as provided for below: 

a) RECIPIENT notifies the funding program of an appeal request. 
b) Appeal request must be in writing and state the disputed issue(s). 
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal. 
d) ECOLOGY reviews the RECIPIENT's appeal. 
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the 
review. 
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of 
such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or 
duly authorized representative will be final and conclusive. 
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal. 
Appeals of the Director’s decision will be brought in the Superior Court of Thurston County. Review of the Director’s 
decision will not be taken to Environmental and Land Use Hearings Office. 
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this 
Agreement and in accordance with the decision rendered. 
Nothing in this Agreement will be construed to limit the parties’ choice of another mutually acceptable method, in 
addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS 
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses 
environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact
the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY’s QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY’s data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW
This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION
ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS
The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS
RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)
RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified
minority and women's businesses.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to
authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of
this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS
The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES
In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY’s web page: Green Purchasing, ,

27. TERMINATION

a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the
RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT’s governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work
completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.
Approve Contract for Services with Paradise Amusements, Inc., subject to terms of the Contract being met by July 31, 2018
CONTRACT FOR SERVICES 
BETWEEN PACIFIC COUNTY 
AND 
PARADISE AMUSEMENTS, INC. 
FOR PROVISION OF CARNIVAL SERVICES AT THE PACIFIC COUNTY FAIR

This Contract and Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2018, by and between the Pacific County hereinafter referred to as the “COUNTY” and PARADISE AMUSEMENTS INC, hereinafter referred to as “CONTRACTOR”.

The COUNTY, in consideration for a percentage of CONTRACTOR’S net profits hereinafter set forth, agrees to allow CONTRACTOR to operate amusement rides, games and concessions at the Pacific County Fair.

THE COUNTY AGREES TO:

1. Permit CONTRACTOR to occupy the Pacific County Fairgrounds Midway from August 22ND to August 26TH, 2018, inclusively. The Midway is defined as that field that has traditionally served as the Fair’s Midway. This Midway will be clear of debris and any obstructions or obstacles that may prevent CONTRACTOR concessions from being properly and safely operated, assembled and disassembled.

2. Permit CONTRACTOR to be the exclusive provider of amusement rides as defined in RCW 67.42.010(2), amusement games as defined in RCW 9.46.201, and cotton candy, caramel apples and corn dogs.

3. Provide reasonable access to the midway before these dates for CONTRACTOR to set up, and after these dates for CONTRACTOR to remove their equipment and clean the grounds.

4. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of CONTRACTOR arising from fire, theft, water, storm, flood, or earthquake, or any liability for accidents to persons or property caused under or by virtue of the operations of CONTRACTOR under this Contract.

5. Provide adequate potable water for CONTRACTOR within 100 feet of the location of CONTRACTOR’s attractions, and portable toilets and trash containers available upon arrival of CONTRACTOR.

6. Provide free gate admission for all employees, their traveling families and vehicles necessary for the transport and operation of CONTRACTOR.

7. Provide adequate security during the fair as determined by the Pacific County Sheriff or his designee.
CONTRACTOR AGREES TO:

8. Obey all Federal and State laws and regulations, including but not limited to RCW 67.42, 296-403A WAC, RCW 9.46, RCW 69.06, 246-215 WAC, 246-217 WAC and shall reasonably monitor the behavior of employees and subcontractors for legal compliance.

9. Have no employees working at the Fair who are required to register under RCW 9A.44.130.

10. Submit a list of employees working for CONTRACTOR to the COUNTY by the August 1, 2018. COUNTY will conduct a Washington State Criminal Background check for the list of employees submitted by CONTRACTOR. Any CONTRACTOR employee with a conviction history of sex related crimes, drug dealing, or violent crimes will not be allowed to work at the Pacific County Fair. Any employees hired after August 1, 2018, must pass a Washington State Criminal Background check conducted by the COUNTY before employment at the Fairgrounds.

11. Provide the number of rides mutually determined by the COUNTY and CONTRACTOR to fill the Midway.

12. Keep the Midway reasonably clear of debris and garbage during the contract period.

13. Leave the Midway in the state of cleanliness in which it was found.

14. Obtain the COUNTY’S written permission before assigning any right or privilege under this agreement.

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

A. General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $5,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

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

D. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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.

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

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.

17. Assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman’s compensation, social security and income tax laws, for CONTRACTOR and any employees of CONTRACTOR.

18. Participate and assist with advance sale and onsite promotions including, but not limited to the Special Wristband Day(s) Promotion. During the Wristband Promotion, wristbands shall be sold for $20.00 each in advance and $25.00 onsite, entitling the wearer to unlimited rides on CONTRACTOR’s amusement rides on that day alone for the specific time session redeemed for.

THE COUNTY AND CONTRACTOR AGREE THAT:

1. CONTRACTOR is an independent contractor and is solely responsible for the work performed under this Contract and Agreement. CONTRACTOR shall have exclusive control of the operations of all shows, riding devices, and concessions; the feature and character of which shall be satisfactory to COUNTY.

2. The COUNTY shall not allow any other amusement ride or amusement game (as previously defined) to operate at the Pacific County Fairgrounds within 60 days prior nor 30 days following the Fair.

3. If CONTRACTOR is prevented from exhibiting or operating any of its shows or attractions OR if COUNTY is prevented from operating the Fair, by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of CONTRACTOR or COUNTY is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.

4. If any paragraph or sentence of this Contract and Agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

5. Parties agree that this Contract and Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.
6. At the completion of the contracted year, the CONTRACTOR may request a two (2) year extension period to this agreement, at which time any changes to this agreement must be exercised and executed through writing by the PARTIES. It is at the sole discretion of the COUNTY to approve any extension.

7. In the event that CONTRACTOR or COUNTY fail to appear or perform within reasonable expectation for this contracted event, both parties reserve the right to cancel this Contract and Agreement. This cancellation must be invoked in writing, with valid explanation of the nonperformance, within 30 days after the conclusion of the Fair each year, and may be exercised by either party. Notice shall be accomplished by certified USPS mail with return receipt.

8. PAYMENT
   a. CONTRACTOR agrees to pay FAIR 20% from the sale of ride admission tickets and PRESALES AFTER deducting any government and/or state tax required by Federal and State Laws, if any, plus 5.5% liability insurance and 5.5% fuel surcharge.
   b. CONTRACTOR also agrees to pay COUNTY $20.00 for each game and food concession operated for the duration of the Fair. CONTRACTOR agrees to provide COUNTY with an accounting of their receipts and taxes paid on the receipts.

CONTRACTOR

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Monica Dousi 4/23/18
Name Date

Lisa Olsen, Chair

________________________
Frank Wolfe, Commissioner

_______________
Lisa Ayers, Commissioner

ATTEST:

Prosecutor's Office WSBA#

Marie Guernsey Date

2018 Pacific County Fair
Paradise Amusement Contract
AGENDA REQUEST FORM

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ____________________________

☐ CONTINUED TO DATE: ____________________________ | TIME: ____________________________

☐ OTHER: ____________________________

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NCD ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Vog Mgmt

☐ Civil Service ☐ Health ☐ SOC ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: PERSONAL | DIVISION (if applicable):

OFFICIAL NAME & TITLE: KIWANIS | PHONE / EXT:

SIGNATURE: ____________________________ | DATE: 5-1-18

NARRATIVE OF REQUEST

PERMISSION TO USE COUNTY DUMPSTERS FOR DISPOSING OF NON RECYCLABLES AROUND RECYCLE BINS IN SOUTH BEND

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

Approve use of county dumpsters for disposal of non-recyclables around recycle bins in South Bend
Approve Intergovernmental Agreement #LE: MLE1029 with WA State Parks and Recreation Commission to enhance the performance of boating safety and education services and authorize Sheriff to sign, subject to receipt of Appendix C, Operational Requirements in the section titled "Boating Safety Patrols Required, Minimum Hours" and authorize Sheriff 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: Sheriff's Office
OFFICIAL NAME & TITLE: Denise L. Rowlett
SIGNATURE: Denise L. Rowlett
DATE: 3/7/2018

NARRATIVE OF REQUEST

Request the BOCC approve the Intergovernmental Agreement between Washington State Parks and Recreation Commission and Pacific County Sheriff's Office and authorize the Sheriff to sign. The purpose is to establish a cooperative framework between State Parks and PCSO to enhance safety and education services in the state per RCW 88.02.650 and WAC 352-65-010.

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

Approve Intergovernmental Agreement #LE: MLE1029 with WA State Parks and Recreation Commission to enhance the performance of boating safety and education services and authorize Sheriff to sign, subject to receipt of Page 12 of 24-Appendix C, Operational Requirements in the section titled "Boating Safety Patrols Required, Minimum Hours" and authorize Sheriff to sign.
INTERGOVERNMENTAL AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Pacific County Sheriff's Office
Agency Size Category: Small
Marine Lead: James Bergstrom, 360-214-1100
AGREEMENT# LE: MLE1029

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Pacific County Sheriff's Office the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT
In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE
The term of this agreement is one year from the date of STATE PARKS' signature.

RECORDS MAINTENANCE
The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the
performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party, and will not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remediying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES
In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Summary Statement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of
applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:
James Bergstrom, Lieutenant
Pacific County Sheriff's Office
360-214-1100
jbergstrom@co.pacific.wa.us

The Contract Representative for STATE PARKS is:
Hoyle Hodges, Marine Law Enforcement Coordinator
(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

Washington State Parks and Recreation Commission

By: ____________________________

Title: ____________________________

Pacific County Sheriff's Office

By: ____________________________

Title: ____________________________
Approved As To Form:
Michael Young
Asst. Attorney General
12/21/17
Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2017. Note that for 2018, this deadline will be January 26, 2018.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a “Marine Lead” - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY’s Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference, or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections, warnings, and citations by January 1, 2019.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.
Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Beginning Date</th>
<th>End Date</th>
<th>SOAR Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter</td>
<td>January 1</td>
<td>March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>April 1</td>
<td>June 30</td>
<td>July 15</td>
</tr>
<tr>
<td>Third Quarter</td>
<td>July 1</td>
<td>September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>Fourth Quarter</td>
<td>November 1</td>
<td>December 31</td>
<td>January 15</td>
</tr>
</tbody>
</table>

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.
EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY’S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants,” as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: www.mle.parks.wa.gov. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person’s time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.
EXHIBIT C

OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.
Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
  - Name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or "hardwired". Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or "hardwired" OR portable cased units that are taken on and off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
  - Model
  - Length
  - Type of propulsion
  - Horsepower
  - Year purchased
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission

- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
  - Aircraft type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
  - Vehicle Type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Equipment Valued at $5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of $5000.00 dollars or more. Only items listed under "allowable expenses" defined in in the
document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants" (found on the MLE Forms Website at www.mle.parks.wa.gov) should be purchased with vessel registration fees.
  o Equipment Type
  o Manufacturer
  o Model
  o Year purchased
  o Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
  o Notify STATE PARKS within 48 hours of becoming aware of the incident.
  o Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
  o Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
  o Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.

- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- Search & Rescue/Recovery: Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel in peril. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were
assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.

- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

**Boating Safety Patrols Required, Minimum Hours:** AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 160, Medium – 225, Large - 780) per year during peak boating hours within AGENCY’s jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

**Enforcement of Boating Laws Required:** AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of warnings and citations it issues for each type of boating violation in the Summary of Activity Report web form – except those issued through SECTOR. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

**Boating Safety Inspections Required:** AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. Copies of the completed inspections shall be submitted to STATE PARKS for statistical purposes at the end of each quarter along with the SOAR Web Form. AGENCY shall not report inspections documented in SECTOR to STATE PARKS.

**Boating Safety Education Program Required, Designated Officer or Deputy:** AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education
officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY’s boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY’s jurisdiction.

**Waterway Marking:** AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY’s jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.
EXHIBIT D
NOTES AND DEFINITIONS

Washington STATE PARKS’ Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wild fires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks, and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over...
a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

**RBS Activities:** AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

**Trained:** Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

**Web-enabled Forms:** These are forms located on the website [www.mle.parks.wa.gov](http://www.mle.parks.wa.gov) that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

**NOTE:** Paper inspection forms (Form #A-274) will not be accepted after January 1st, 2019. After that date, all inspections must be submitted using SECTOR.
### EXHIBIT E

**FINANCIAL REPORT EXAMPLES**

Example of a VRF Fund Balance Report

**XXXXXX County**  
Fund Master – All Funds  
Balances as of 06/06/2017

<table>
<thead>
<tr>
<th>Key</th>
<th>Cash in Funds</th>
<th>Pooled Cash</th>
<th>Pooled Investment</th>
<th>Investment Funds</th>
<th>Cash &amp; Investments</th>
<th>Total Payables</th>
<th>Available Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>130-Boating</td>
<td>57,294.64</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>57,294.64</td>
<td>7,300.64</td>
<td>64,595.28</td>
</tr>
<tr>
<td>Safety</td>
<td>57,294.64</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>57,294.64</td>
<td>7,300.64</td>
<td>64,595.28</td>
</tr>
</tbody>
</table>

Balance as of 06/06/2017 matches Bottom Line (Total Remaining Balance on VRF Report)

Example of a Financial System Report
XXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date: 06062017
Received From: StateOfWMonthlyEFT
Customer ID # 8910
Clerk: David Smith

<table>
<thead>
<tr>
<th>Fund/Key</th>
<th>Revenue</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>130</td>
<td>33600840</td>
<td>State Boating Safety</td>
<td>$20,744.72</td>
</tr>
</tbody>
</table>

Total Receipt Amount $20,744.72

Deposited Into Dedicated Account For Boating Safety

Correct Amount Received
EXHIBIT F
EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes**: This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
  - Small Agency, 15 students, 1 Class
  - Medium Agency, 20 students, 1 Class
  - Large Agency, 50 students, 1 Class

- **Boating Safety Presentations to Groups**: These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Boating Safety Presentations to Schools**: These are presentations to local public and private schools, K-12, colleges or universities.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Vessel Rental Site Visits**: These are site visits to local vessel rental sites. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 03/2014). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket, and encouraging boating in low hazard areas.
  - Small Agency, 2 visits
  - Medium Agency, 4 visits
  - Large Agency, 6 visits

- **Participation in Community Events**: These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small Agency, 40 hours
  - Medium Agency, 150 hours
  - Large Agency, 275 hours

- **Vessel Dealer Site Visits**: These are visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
- Small Agency, 5 visits
- Medium Agency, 10 visits
- Large Agency, 15 visits

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program’s effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
  - Small Agency, 1 hour
  - Medium Agency, 3 hours
  - Large Agency, 5 hours

**Media Contacts:** Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
  - The **Operation Dry Water campaign** is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
  - The **Spring Aboard campaign** is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
  - **National Safe Boating Week** is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to
participate in "Wear IT" events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- **Safe Paddling Week** is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program for the first time in July of 2018. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training etc.
EXHIBIT G
DATA ENTERED ON THE A-299 FORM
Washington State Parks & Recreation Commission – Recreational Boating Program
Request for Boating Safety Program Approval

Application Year
1,995

<table>
<thead>
<tr>
<th>AGENCY INFO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name</td>
</tr>
<tr>
<td>Pacific County Sheriff's Office</td>
</tr>
<tr>
<td>Agency Size</td>
</tr>
<tr>
<td>Small</td>
</tr>
<tr>
<td>Signing Officer Title</td>
</tr>
<tr>
<td>Sheriff</td>
</tr>
<tr>
<td>Signing Officer First Name</td>
</tr>
<tr>
<td>Scott</td>
</tr>
<tr>
<td>Last Name</td>
</tr>
<tr>
<td>Johnson</td>
</tr>
<tr>
<td>Dedicated Account Number</td>
</tr>
<tr>
<td>001.801.336.00.84</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFFING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roles</td>
</tr>
<tr>
<td>Marine Lead, Supervisor, Boating Safety Officer</td>
</tr>
<tr>
<td>SAW ID</td>
</tr>
<tr>
<td>cinjm17</td>
</tr>
<tr>
<td>Rank</td>
</tr>
<tr>
<td>Lieutenant</td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>James</td>
</tr>
<tr>
<td>Last Name</td>
</tr>
<tr>
<td>Bergstrom</td>
</tr>
<tr>
<td>Commission</td>
</tr>
<tr>
<td>Regular</td>
</tr>
<tr>
<td>FT/PT</td>
</tr>
<tr>
<td>Full time</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td><a href="mailto:jbergstrom@co.pacific.wa.us">jbergstrom@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>Date of Marine L.E. Training</td>
</tr>
<tr>
<td>5/4/2008</td>
</tr>
<tr>
<td>Training Current?</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Non-WA Parks Courses</td>
</tr>
<tr>
<td>Actual BLMS training date was May 5, 2000</td>
</tr>
<tr>
<td>Coordinator of Boating</td>
</tr>
<tr>
<td>SAW ID</td>
</tr>
<tr>
<td>jontashley</td>
</tr>
<tr>
<td>Rank</td>
</tr>
<tr>
<td>Deputy</td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Jon</td>
</tr>
<tr>
<td>Last Name</td>
</tr>
<tr>
<td>Ashley</td>
</tr>
<tr>
<td>Commission</td>
</tr>
<tr>
<td>Regular</td>
</tr>
<tr>
<td>FT/PT</td>
</tr>
<tr>
<td>Full time</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td><a href="mailto:jashley@co.pacific.wa.us">jashley@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>Date of Marine L.E. Training</td>
</tr>
<tr>
<td>4/12/2013</td>
</tr>
<tr>
<td>Training Current?</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Education, Boating Safety Officer, Lead Accident Investigator, Certified Boating Ed Instructor</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Boating Safety Officer</td>
</tr>
<tr>
<td>Boating Safety Officer</td>
</tr>
<tr>
<td>Fiscal Lead</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Full Time RBS Officer</th>
<th>Number of Part Time/Seasonal RBS Officers</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Other RBS Officers</th>
<th>Marine Lead Mobile Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>360-214-1109</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Lead First Name</th>
<th>Fiscal Lead Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise</td>
<td>Rowlett</td>
</tr>
</tbody>
</table>

**Fiscal Lead Email**
drowlett@co.pacific.wa.us

**BOAT PATROL SCHEDULE**

Updated 11/30/2017
<table>
<thead>
<tr>
<th>Patrol Season Begins</th>
<th>Patrol Season Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/26/2018</td>
<td>9/3/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.00</td>
<td>4.00</td>
</tr>
<tr>
<td>2.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total Planned Patrol Hours
160.00

**RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES**

<table>
<thead>
<tr>
<th>Type</th>
<th>Vessel Name</th>
<th>Vehicle/ Aircraft/ Equipment Type</th>
<th>Manufacturer</th>
<th>Sector/ Radio</th>
<th>Model</th>
<th>Length</th>
<th>Propulsion Type</th>
<th>Horse Power</th>
<th>Year</th>
<th>Funds Used for Purchase</th>
<th>% Time Used for RBS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessels</td>
<td>#1</td>
<td>Almar</td>
<td></td>
<td>Radio equipped,</td>
<td>Jet</td>
<td>20.00</td>
<td>Inboard/Jet</td>
<td>300.00</td>
<td>1,595</td>
<td>Local</td>
<td>100.00</td>
</tr>
<tr>
<td>Vessels</td>
<td>Oasey</td>
<td>LifeProof Boats</td>
<td></td>
<td>SECTOR equipped,</td>
<td>Cabin Cruiser</td>
<td>23.50</td>
<td>Inboard/Oustive</td>
<td>300.00</td>
<td>2,015</td>
<td>Federal Financial Assistance provided by WA Parks</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Number of Radio Equipped Boats**

<table>
<thead>
<tr>
<th>Number of Radio Equipped Boats</th>
<th>Number of Non-Radio Equipped Boats</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Number of Aircraft**

<table>
<thead>
<tr>
<th>Number of Aircraft</th>
<th>Number of Other Patrol Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Number of Vessels SECTOR Equipped**

<table>
<thead>
<tr>
<th>Number of Vessels SECTOR Equipped</th>
<th>Number of Vessels Non-SECTOR Equipped</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Updated 11/30/2017
LOCAL ORDINANCES

No local ordinances at this time.
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: 3/27/2018

☐ 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.

☐ DCC ☐ Juvenile ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

OFFICIAL NAME & TITLE: Denise L. Rowlett

SIGNATURE: Denise L. Rowlett

DATE: 3/7/2018

NARRATIVE OF REQUEST

Request the BOCC approve the Federal Financial Assistance Grant through the Washington State Parks and Recreation Commission in the amount of $14,709.76 with a local match of $7,584.99 and authorize the Sheriff to sign.

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

FEDERAL FINANCIAL ASSISTANCE GRANT

In exchange for grant dollars in the amount of $14,709.76, Pacific County Sheriff’s Office agrees to the following terms:

- To expend **local funds** in the amount of $7,584.99 during Federal Fiscal Year 2018 that will satisfy the match requirement of this grant.
- To use funds solely for expenditures limited to the areas outlined in the document “Eligible Expenses of Vessel Registration Fees and Federal Financial Assistance Grants” that can be found at [http://mle.parks.wa.gov/](http://mle.parks.wa.gov/).
- To use Federal grant funds consistent with the requirements of 2 CFR 200.
- To make at least one instructor available upon request as outlined in the A-300 application.
- To meet all requirements outlined in the annual Vessel Registration Fee Agreement (A-299) with Washington State Parks.
- To follow these procedures to request reimbursement:
  - Use the Marine Law Enforcement Grant Invoice Voucher (form A-19) to invoice State Parks for reimbursement.
  - Submit invoices no more than monthly and no less than quarterly.
  - Submit invoices with the following documents:
    - Officer List Worksheet.
    - Detailed explanations for equipment purchases and maintenance expenditures that occurred during the period in which reimbursement is requested.
    - Maintain records for all allowable expenditures for which grant dollars were spent for a period of six years following the completion of the grant, and provide them to State Parks upon request. This includes vessel log sheets.
  - Submit A-19 Invoice Vouchers by the following dates:
    - For the period March-April-May-June (2nd quarter): by July 15th.
    - For the period July-August-September (3rd quarter): by October 15th.
• If, during any quarter, Pacific County Sheriff’s Office is unable to meet the requirements of the grant it will submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. If requested, Pacific County Sheriff’s Office will submit a plan within 30 days of the end of the quarter that describes steps Pacific County Sheriff’s Office will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.

• Consider a “zero tolerance” enforcement policy for violations of:
  o Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size
  o Completion and possession of the mandatory boater education card when operating, for operators required to carry it
  o Boat operation under the influence of alcohol (BUI) rules
  o “Rules of the road” and other operating regulations

• Participate with Washington State Parks in the following campaigns:
  o Operation Dry Water
  o National Safe Boating Week
  o Spring Aboard
  o Paddle Safety Week

• My agency will accomplish the goals stated in the A-300 online application and summarized after the signature in this agreement.

**AUTHORIZED SIGNATURE**

I certify that I am authorized to obligate the Pacific County Sheriff’s Office listed below, I am authorized to accept such funds, and to guarantee that all grant requirements outlined in this agreement will be met.

______________________________  ______________________

Signing Officer Signature             Date

______________________________  ______________________

Signing Officer Name (Please Print)   Title
<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Patrol Hour Goal</td>
<td>156.00</td>
</tr>
<tr>
<td>Total Inspections Goal</td>
<td>92.00</td>
</tr>
<tr>
<td>Count of State Approved Boater Education Classes Planned</td>
<td>1.00</td>
</tr>
<tr>
<td>Sum of Hours for State Approved Boater Education Classes</td>
<td>8.00</td>
</tr>
<tr>
<td>Sum of State Approved Boater Education Classes Planned Attendance</td>
<td>15.00</td>
</tr>
<tr>
<td>Count of Community Events</td>
<td>4.00</td>
</tr>
<tr>
<td>Sum of Community Events Hours</td>
<td>21.00</td>
</tr>
<tr>
<td>Count of Presentations to Schools</td>
<td>5.00</td>
</tr>
<tr>
<td>Sum of Presentation to Schools Hours</td>
<td>32.00</td>
</tr>
<tr>
<td>Count of Presentations to Groups</td>
<td>1.00</td>
</tr>
<tr>
<td>Sum of Presentations to Groups Hours</td>
<td>12.00</td>
</tr>
<tr>
<td>Count of Dealer Visits Planned</td>
<td>0.00</td>
</tr>
<tr>
<td>Sum of Dealer Visits Hours</td>
<td>0.00</td>
</tr>
<tr>
<td>Count of Rental Sites Planned</td>
<td>0.00</td>
</tr>
<tr>
<td>Sum of Rental Site Visits Hours</td>
<td>0.00</td>
</tr>
<tr>
<td>Owned Media Posts</td>
<td>16.00</td>
</tr>
<tr>
<td>Earned Media Posts</td>
<td>16.00</td>
</tr>
<tr>
<td>Count of Partnering Organizations</td>
<td>4.00</td>
</tr>
<tr>
<td>Sum of Partnering Organization Hours</td>
<td>24.00</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

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

BOCC ACTION:  
- [ ] APPROVED
- [ ] DENIED
- [ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
- [ ] NO ACTION TAKEN/WITHDRAWN
- [ ] DEFERRED TO: ____________ TIME: ____________
- [ ] CONTINUED TO DATE: ____________
- [ ] OTHER: ____________

Agenda Item #: 25  
Initial: ____________  
Date: ____________  
Review: [ ] Clerk of the Board  
[ ] Risk Mgmt  
[ ] Legal Required

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office  
DIVISION (if applicable): Support Services

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

SIGNATURE: Denise L. Rowlett  
DATE: 5/2/2018

NARRATIVE OF REQUEST

Request the BOCC reallocate $22,981 ($14,838 salaries / $8,143 benefits) from the fy2018 corrections budget to the law enforcement budget to restore support services staff hours from .8 FTE to 1 FTE effective 6/1/2018. This allocation is available due to a funded, unfilled corrections officer position. Change in status forms for employees are attached.

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

Approve temporary restoration of Hollie Billeci, Eva Kanick, Shanna Coty and Marcelina Medina to 1.0 FTE effective June 1, 2018 thru December 31, 2018, subject to adequate budget appropriations
AGENDA REQUEST FORM

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

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

Agenda Item #: 14  
Initial:  
Date:  
Review:  
Clerk of the Board  
Risk Mgmt  
Legal Required  
Deferred to: 3/27/2018  
Time:  

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Commissioners Office</th>
<th>DIVISION (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
<td>DATE: 2/16/2018</td>
</tr>
</tbody>
</table>

NARRATIVE OF REQUEST


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

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

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-__________________

IN THE MATTER OF AMENDING THE PACIFIC COUNTY POLICY MANUAL

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

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

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

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

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that the attached Pacific County Personal Property Inventory Procedures Policy is approved, adopted and shall be effective the 8th day of May, 2018.

PASSED by the Board of Pacific County Commissioners the 8th day of May, 2018, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chair

ATTEST:

____________________________
Marie Guernsey
Clerk of the Board

____________________________
Frank Wolfe, Commissioner

Lisa Ayers, Commissioner
1. GOVERNING REGULATIONS AND POLICIES

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

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

2. DEFINITIONS

A. Capitalized assets are those items with a value at or above $5,000 and have a life expectancy of a year or more.

B. Equipment and/or attractive items are considered those items with a value of $1,000 or more. These items include, but are not limited to computer workstations, power tools, cameras, video cameras, televisions, etc.

C. Sole Source are those items that are clearly and legitimately limited to a single supplier (RCW 39.04.280). One or more of the following criteria must be met to qualify for a 'sole source' purchase:
   - sole provider of a licensed or patented good or service
   - sole provider of items that are compatible with existing equipment, inventory, systems, programs, or services
   - sole provider of goods and services for which the County has established a standard
   - sole provider of factory-authorized warranty services
   - sole provider of goods or services that will meet the specialized needs of the County or perform the intended function
   - the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the County (market price survey, availability, etc. is required)

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

3. MAINTAINING ACCURATE PERSONAL PROPERTY INVENTORY RECORDS

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

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

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

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

4) When submitting a voucher for an attractive item with a value of less than $1,000, $500, (which does not require the Board's approval) simply write N/A in the Clerk of the Board's approval section of the Inventory Acquisition Form, complete the rest of the form and submit it to General Administration Office.

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

6) The completed Inventory Acquisition Form will be forwarded by the Auditor's Office to the Department of General Administration for posting to the Inventory Management System (IMS).

7) The Department of General Administration shall assign a fixed asset number to all capitalized assets, equipment and/or attractive items with a value of $5,000 and above, equipment with a value of $500 or more, and most property defined as an attractive item. General Administration shall provide a fixed asset inventory sticker to the office/department acquiring the new equipment. This sticker shall be visibly placed on the fixed asset new equipment and will state that the equipment is property of Pacific County and will list the individual fixed asset inventory number.

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

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

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

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

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

1. For items that cost $999 or less, the original Inventory Acquisition Form (Attachment #1) shall be submitted to the Auditor’s Office with the invoice. In the Clerk of the Board’s approval section at the bottom of the form indicate “budgeted item”. A copy of the Inventory Acquisition Form shall be submitted to the Department of General Administration. When submitting a voucher for an attractive item with a value of less than $1,000, (which does not require the Board’s approval) simply write N/A in the Clerk of the Board’s approval section of the Inventory Acquisition Form, complete the rest of the form and submit it to the Commissioners’ Office.

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

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

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

One or more of the following criteria must be met to qualify for a 'sole-source' purchase:

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

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

C. Disposals/Transfers

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

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

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

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

D. Surplus Items

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

2. If no other county departments/offices have need of the surplus items, those items may be given to another government agency, and shall be transferred in accordance with Section 3.C. Disposals/Transfers of this policy.
3. Surplus items not useable by the County, or other governmental agency, shall be disposed of in accordance with Section 3.C. Disposals/Transfers of this policy.

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

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

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

4. DISPOSAL/SURPLUS OF NON-INVENTORY PROPERTY

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

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

5. COMPILATION OF THE COUNTY'S ANNUAL PERSONAL PROPERTY INVENTORY

A. The Department of Public Works and the Sheriff’s Office will prepare an annual inventory of the personal property acquired by or assigned to that department/office. The annual report will be submitted to the Commissioners’ Office by the 3rd Tuesday of February. March. The completed inventory will be submitted to the Clerk of the Board of County Commissioners with a memo requesting that the inventory be scheduled for verification by the Board at least one meeting prior to the first Monday of April.

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

1. By the 1st Monday of January March each year, the Department of General Administration will send each office/department, except Department of Public Works and the Sheriff's Office, a copy of its current inventory from the IMS along with a request that the inventory be verified, updated, and returned by the 3rd Tuesday of February. If no changes are necessary, the IMS inventory is to be signed and returned.
2. The Department of General Administration will revise the IMS inventory to reflect the changes submitted by various offices/departments. The Department of General Administration will then present the completed inventory, with Department of Public Works and the Sheriff's Office inventory, to the Clerk of the Board of County Commissioners with a memo requesting that the inventory be scheduled for verification by the Board at least one meeting prior to the first Monday of March. April.

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

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

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

The Clerk of the Board shall file with the County Auditor the certified inventory on or before the first Monday of May.
3. ACCOUNTING

3.3 Capital Assets
3.3.8 Capital Assets Management

3.3.8.10 Definitions

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

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

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

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

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

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

3.3.8.20 Reporting Capital Asset Transactions

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

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

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

3.3.8.30 General Tracking Requirements

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

<table>
<thead>
<tr>
<th>DEPARTMENT / OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION (i.e. Mary's Office)</td>
</tr>
<tr>
<td>EQUIPMENT DESCRIPTION</td>
</tr>
<tr>
<td>MODEL NUMBER</td>
</tr>
<tr>
<td>SERIAL NUMBER</td>
</tr>
</tbody>
</table>

**IS THIS A REQUEST TO LEASE EQUIPMENT?** □ YES □ NO
(If yes, prior approval is required. Attach the lease to this form and submit with an Agenda Request Form to the Clerk of the Board)

**IS THIS PURCHASE INCLUDED IN THE CURRENT FISCAL YEAR BUDGET?**
□ YES □ NO
(If yes, follow Section B of the Personal Property Inventory Procedures)
(If no, follow Section A of the Personal Property Inventory Procedures, and submit this form with an Agenda Request Form to the Clerk of the Board)

**PURCHASED WITH FEDERAL GRANT?** □ YES □ NO
If yes, please provide grant name/number

**DATE ACQUIRED ___________________ BY COMPETITIVE BID** □ YES □ NO

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUANTITY (List price for each item below; include S&amp;H and sales tax)</td>
</tr>
<tr>
<td>ITEM #1</td>
</tr>
<tr>
<td>ITEM #4</td>
</tr>
</tbody>
</table>

---

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

Your request to purchase □ / lease □ ____________________________ in an amount not to exceed $__________________________ was approved by the Board of County Commissioners at their regular/special meeting of ____________________________, subject to adequate budget appropriations.

□ BUDGETED ITEM

Clerk of the Board/Deputy Clerk of the Board

Revised 4/2018
PACIFIC COUNTY
INVENTORY DISPOSAL / TRANSFER FORM

<table>
<thead>
<tr>
<th>FIXED ASSET ID NUMBER</th>
<th>DEPARTMENT/OFFICE</th>
<th>EQUIPMENT DESCRIPTION</th>
<th>MODEL NUMBER</th>
<th>SERIAL NUMBER</th>
</tr>
</thead>
</table>

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

---

DISPOSAL

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

If sold, name of purchaser _______________________ Amount received ______________________

---

TRANSFER

<table>
<thead>
<tr>
<th>TRANSFERRED FROM (Department/Office)</th>
<th>TRANSFERRED TO (Department/Office)</th>
<th>DATE OF TRANSFER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS' OFFICE

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

Clerk of the Board/Deputy Clerk of the Board _______________________

Revised 2/2018
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:  
5/8/2018

AGENDA REQUEST FORM

<table>
<thead>
<tr>
<th>TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOCC ACTION: □ APPROVED □ DENIED</td>
</tr>
<tr>
<td>Subject to Adequate Budget Appropriations</td>
</tr>
<tr>
<td>No Action Taken/Withdrawn</td>
</tr>
<tr>
<td>Deferred To:</td>
</tr>
<tr>
<td>Continued To Date:</td>
</tr>
<tr>
<td>Time:</td>
</tr>
<tr>
<td>Other:</td>
</tr>
</tbody>
</table>

Agenda Item #: 27

Initial: __________________ Date: __________________

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

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

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary  PHONE / EXT: 360-875-9334 x3334

SIGNATURE: [Signature]  DATE: 4/30/2018

NARRATIVE OF REQUEST

We received a Facility Use Application from Dotsi Graves for use of the Pacific County Fairgrounds, June 9, 2018, for a graduation party.

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

Approve the Facility Use Application from Dotsi Graves for use of the Pacific County Fairgrounds on June 9, 2018, for a graduation party, subject to insurance being received prior to the event and authorize Chair to sign

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

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

3. Description of event: High School graduation party for Caelec Fetters

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

5. Date(s) of event: June 9, 2018 Hour(s) of operation: 8-10PM

6. Has the event been held previously? [ ] Yes [ ] No Date(s): ____________________________

   If yes, location held: ________________________________________________________________

7. Estimated attendance: Less than 50

8. Name of Event Representative: Dotsi Graves

9. Home Phone: ___________________________ Cell Phone: 360-942-8930

10. Event Representative email address: graveskidsmom@gmail.com

11. Event Representative address: 22 McKinney Rd, Raymond, WA 98577

12. Emergency contact name and phone number: Same as above
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
<th>NOTE: All required</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 is open to the public?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will food and beverage be served at your event and last beyond 8 pm</td>
<td>✓</td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, the County has a noise ordinance in effect (see County Code for details)</td>
</tr>
<tr>
<td>Will there be music, sound amplification or any other noise impacts?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach 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 attach a copy.</td>
</tr>
<tr>
<td>Do you have an informational flyer advertising the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, contact Community Development 360/875-9356 to determine if a food permit is required</td>
</tr>
<tr>
<td>Will there be food served?</td>
<td>✓</td>
<td></td>
<td></td>
<td>If yes, please provide specific information related to the # of sani-cans provided. Please include the location on a diagram of the event.</td>
</tr>
<tr>
<td>Will additional bathroom facilities be used?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach 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?</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

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

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

Signature of Applicant/Representative  
Raymond, WA  
City & State where signed  

Authorized/designated agent(s) who will be in charge at the event (please print):  
Name: Dotsi Graves  
Contact #: 360-942-8930

Name: 
Contact #: 

Name: 
Contact #: 

Name: 
Contact #: 

Name: 
Contact #: 
ATTACHMENT D

PACIFIC COUNTY FACILITY USE
SAFETY REQUIREMENTS
APPLICATION

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

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

Information regarding the event:

1. The estimated number of persons attending the event: Less than 50
2. This is a ☐ private event ☐ public event
3. Alcoholic beverages ☐ will ☐ will not be sold, furnished or consumed. The hours of alcohol service will be from ____________ am/pm to ____________ am/pm.
4. Live music/DJ/dancing ☐ will ☐ will not be at the event.

MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

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

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

☐ Law Enforcement Entity
   Jurisdiction ____________________________________________
   Name of Officer(s) ______________________________________

☐ Off-Duty Trained (CJTC or Equivalent) Law Enforcement Officer(s)
   Jurisdiction ____________________________________________
   Name of Officer(s) ______________________________________

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

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

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

Date: 4/30/18

[Signature]

Dotsi Graves
Printed Name
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:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

ATTACHMENT B-REVISED 8/22/2017
FACILITY USE APPLICATION PROCESS
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.