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

Tuesday, June 26, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve regular meeting minutes of June 12, 2018
B) Approve Rainbow Valley Landfill Claims Vouchers
City of Raymond - $1,090

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
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, June 12, 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
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Bill Monohon, Fair Manager

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA

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

Approve regular meeting minutes of May 22, 2018

Approve Rainbow Valley Landfill Claims Vouchers; PUD No. 2 - $47.56,
SCS Engineers - $1,949.30, City of Raymond - $1,225, and Royal Heights
Transfer Station, Inc. - $1,844.64

Acknowledge Delegation of Authority pertaining to Board of Health
Ordinances

SIGNATURE BLOCK ON THE FOLLOWING PAGE
MEETING CLOSED – 9:02 AM

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

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

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-24
APPROVAL DATE 6/12/2018

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 Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>163</td>
<td>6/5/18</td>
<td>LEACHATE DISPOSAL</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>$1090.00</td>
</tr>
</tbody>
</table>

TOTAL $1090.00

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

[Signature] Larry Bale
Title Pres.
Date 6/12/18

Reviewed by:

[Signature] Richard Bennett
Title MAB
Date 6/12/2018

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.

[Signature] Frank Olden
Chairperson, Local Board of Health
Pacific County, Washington
Date 6-12-18
CITY OF RAYMOND
230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

INVOICE

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

Date: 6/5/2018
Order No.
Rep
FOB

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>LEACHATE DISPOSAL MAY 2018</td>
<td>$1,080.00</td>
<td>$1,080.00</td>
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<tr>
<td>1</td>
<td>ROAD MAINTENANCE</td>
<td>$10.00</td>
<td>$10.00</td>
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Payment Details
- Cash
- Check
- Credit Card

Name
CC #  Expires

SubTotal $1,090.00
Shipping & Handling
Taxes State $0.00

TOTAL $1,090.00

THANK YOU FOR YOUR BUSINESS!
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.

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.

---

**AGENDA**

**Call to Order**

**Public Comment (limited to three minutes per person)**

**YEARS OF SERVICE**

- **10 Years**  
  Paul Plakinger (GA)  

- **15 Years**  
  Katie Lindstrom (HLTH)  

- **35 Years**  
  Karen Bannish (DPW)

**CONSENT AGENDA (Items 1-9)**

**Department of Community Development**

1) Approve Amendment #9 to the Memorandum of Understanding pertaining to the Transfer Station and Disposal Agreement with the Cities of South Bend, Raymond, and Royal Heights Transfer Station and authorize Chair to Sign  

2) Confirm the hire of Sarah Hoerr as “fill in” for Summer Litter Crew, at a rate of $12/hour, effective July 23 thru August 23, 2018

**Health & Human Services Department**

3) Approve Amendment #3 to Contract #1763-96209 with Dept. of Social & Health Services for employment training/support services for adults with developmental disabilities; authorize Chair to sign  

4) Approve Amendment #1 to Contract #2017-19 CCAP DD with Coastal Community Action Program to provide employment training/support services for adults with developmental disabilities  

5) Approve Amendment #2 to Contract #1763-94264 with WA State Health Care Authority for Prevention Services; authorize Chair to sign

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

Pacific County is an Equal Opportunity Employer and Provider
General Business

6) Approve transfer of Dell OptiPlex computer workstation to Computer Services
7) Approve Amendment #1 to the Tourism Service Contract with the Pacific County EDC
8) Approve regular meeting minutes of June 12, 2018
9) Approve Vendor Claims; Warrants Numbered 142261 thru 142451 in the amount of $340,198.18

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

10) Consider approval of refund to Hancock Forest Management pertaining to Road Haul Permit No. 2018-8
11) Consider adoption of Resolution 2018-______ initiating County Road Project No. 1657 Raymond-South Bend Road Improvement
12) Consider award of the Signing Upgrade Project 2018

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1

13) Consider approval of Letter of Agreement with residents pertaining to a cross culvert removal/replacement; authorize Chair to sign

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

14) Consider approval of the promotion of Alexandra Russell to Senior Planner; consider approval of request to advertise and hire for Planner position

ITEMS REGARDING AUDITOR'S OFFICE

15) Consider approval of request for Family Medical Leave and authorize Leave Credit Transfers

ITEMS REGARDING GENERAL BUSINESS

16) Consider adoption of Resolution 2018-______ amending Attachment E – Facility Use Fee Schedule to the Facility Use Policy and Process
17) Consider approval of request for waiver of rental fees of the fairgrounds

EXECUTIVE SESSION

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

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

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Pacific County is an Equal Opportunity Employer and Provider
<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date of Hire</th>
<th>Calculation Date</th>
<th>ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Plakinger</td>
<td>6/1/2008</td>
<td>6/1/2008</td>
<td>PLAKP</td>
</tr>
<tr>
<td>Total Years of Service</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Years of Service</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karen Bannish</td>
<td>6/14/1983</td>
<td>6/1/1983</td>
<td>BANNK</td>
</tr>
<tr>
<td>Total Years of Service</td>
<td>35</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Approve Amendment #9 to the Memorandum of Understanding pertaining to the Transfer Station and Disposal Agreement with the Cities of South Bend, Raymond, and Royal Heights Transfer Station and authorize Chair to Sign

AGENDA ITEM REQUEST

The Department requests that Amendment #9 for the Memorandum of Understanding between Pacific County, City of South Bend, City of Raymond, and Royal Heights Transfer Station be approved. The Amendment addresses the disposal rate adjustment based on the CPI rate.

The rate will be effective August 1, 2018.

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

Approve Amendment #9 to the Memorandum of Understanding pertaining to the Transfer Station and Disposal Agreement with the Cities of South Bend, Raymond, and Royal Heights Transfer Station and authorize Chair to Sign
MEMORANDUM OF UNDERSTANDING
Amendment #9
Between
Pacific County,
City of Raymond, City of South Bend,
and Royal Heights Transfer Station

This Memorandum of Understanding amends the August 1, 2011 – July 31, 2012 adjusted rate per the Transfer Station and Disposal Agreement between Pacific County, the Cities of South Bend, and Raymond, and Royal Heights Transfer Station dated January 1, 2010.

The parties mutually agree to the following modifications to the adjusted rate:

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>CPI</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation</td>
<td>$38.93</td>
<td>50%</td>
<td>$39.46</td>
</tr>
<tr>
<td>Disposal</td>
<td>$22.10</td>
<td>85%</td>
<td>$22.61</td>
</tr>
<tr>
<td>Royal Heights TS</td>
<td>$34.35</td>
<td>85%</td>
<td>$35.15</td>
</tr>
<tr>
<td>Admin Royal Heights TS</td>
<td>$0.10</td>
<td>frozen</td>
<td>$0.10</td>
</tr>
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</table>

Pacific County Fees:

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>CPI</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Mgmt</td>
<td>$4.46</td>
<td>85%</td>
<td>$4.56</td>
</tr>
<tr>
<td>Post-Closure</td>
<td>$4.05</td>
<td>frozen</td>
<td>$4.05</td>
</tr>
<tr>
<td>Moderate Risk Waste</td>
<td>$2.30</td>
<td>frozen</td>
<td>$2.30</td>
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</table>

**Contract Rate**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current</strong></td>
<td><strong>New</strong></td>
</tr>
<tr>
<td>$106.29</td>
<td>$108.23</td>
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</tbody>
</table>

Oregon D.E.Q. Fee

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>New</td>
</tr>
<tr>
<td>$0.58</td>
<td>$108.81</td>
</tr>
</tbody>
</table>

The adjusted rate for the Special Handling Fee for self-haulers continues to be:

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>CPI</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Handling Fee</td>
<td>$23.75</td>
<td>frozen</td>
<td>$23.75</td>
</tr>
<tr>
<td></td>
<td>$130.62</td>
<td></td>
<td>$132.56</td>
</tr>
</tbody>
</table>

This rate does not include the monthly fuel surcharge adjustments.

This agreement shall become effective the 1st of August, 2018. All other terms, agreements and conditions of the original agreement remain in effect.

Signature block on next page.
Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this ______ day of ________________, 2018

THE CITY OF RAYMOND, WASHINGTON

Tony Nordin, Mayor

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

THE CITY OF SOUTH BEND, WASHINGTON

Julie Struck, Mayor

ROYAL HEIGHTS TRANSFER STATION, INC.

Laurence G. Bale, President

ATTEST:

Marie Guernsey, Clerk of the Board
Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this _______ day of ______________, 2018

THE CITY OF RAYMOND, WASHINGTON

Tony Nordin, Mayor

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

THE CITY OF SOUTH BEND, WASHINGTON

Julie Struck, Mayor

ROYAL HEIGHTS TRANSFER STATION, INC.

Laurence G. Bale, President

ATTEST:

Marie Guernsey, Clerk of the Board
Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this ______ day of ______________, 2018

THE CITY OF RAYMOND, WASHINGTON

[Signature]
Tony Nordin, Mayor

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

[Signature]
Lisa Olsen, Chair

THE CITY OF SOUTH BEND, WASHINGTON

[Signature]
Julie Struck, Mayor

ROYAL HEIGHTS TRANSFER STATION, INC.

[Signature]
Laurence G. Bale, President

ATTEST:

[Signature]
Marie Guernsey, Clerk of the Board
PACIFIC COUNTY

[ ] New Employee / [ ] Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Sarah Hoerr

Physical Address: ________________________________

Mailing Address (if different): ________________________________

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: ___________________________ Height: ___________ Eye Color: ___________ Hair Color: ___________

Driver's License #: ___________________________ State: ___________________________

Department/Office: DCD

Position Title: Summer Litter Crew

Phone/Ext.: 2669 Start Date: 6-18-18

Union: Yes [ ] which? [ ] No [ ] Grade: ______ Step: ______

Monthly [ ] Hourly [X] Pay Rate: $12.00 Exempt from Overtime: Yes [ ] No [X]

Position is:

Regular (1.00 FTE) [ ] Regular Part-Time [ ] FTE Casual [ ] Temporary [X] approx. end date: 7/19/18

Charge to BARS #: 142.396.562.53.10 (100%)

7/23 thru 8/23/18

As "fill in" if needed

Signature of hiring official: ___________________________ Date: 6/1/18

Board of County Commissioners approved on 6/12/18 subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only


Li&I Code: _______ SUTA Code: _______ Yearly Hours: _______
Approve Amendment #3 to Contract #1763-96209 with Dept. of Social & Health Services for employment training/support services for adults with developmental disabilities and authorize Chair to sign.
This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>Pacific County DDA County Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR ADDRESS</th>
<th>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</th>
<th>DSNS INDEX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 26</td>
<td>254-000-662</td>
<td>1231</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR CONTACT</th>
<th>CONTRACTOR TELEPHONE</th>
<th>CONTRACTOR FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Oien-Lindstrom</td>
<td>(360) 875-9300</td>
<td>(360) 875-9323</td>
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</table>

<table>
<thead>
<tr>
<th>DSNS ADMINISTRATION</th>
<th>DSNS DIVISION</th>
<th>DSNS CONTRACT CODE</th>
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</thead>
<tbody>
<tr>
<td>Developmental Disabilities Admin</td>
<td>Division of Developmental Disabilities</td>
<td>1769CS-63</td>
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</table>

<table>
<thead>
<tr>
<th>DSNS CONTACT NAME AND TITLE</th>
<th>DSNS CONTACT ADDRESS</th>
<th>DSNS CONTACT E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendi Winchel Regional Business Manager</td>
<td>PO BOX 45315 Olympia, WA 98504-5315</td>
<td><a href="mailto:winchwa@dshs.wa.gov">winchwa@dshs.wa.gov</a></td>
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</table>

<table>
<thead>
<tr>
<th>DSNS CONTACT TELEPHONE</th>
<th>DSNS CONTACT FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>(360) 725-4264</td>
<td>(360) 586-6502</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</th>
<th>CFDA NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDMENT START DATE</th>
<th>CONTRACT END DATE</th>
<th>PRIOR MAXIMUM CONTRACT AMOUNT</th>
<th>AMOUNT OF INCREASE OR DECREASE</th>
<th>TOTAL MAXIMUM CONTRACT AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>07/01/2018</td>
<td>06/30/2019</td>
<td>$280,616.00</td>
<td>$272,248.00</td>
<td>$552,864.00</td>
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</tbody>
</table>

**REASON FOR AMENDMENT:**
CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT

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

- Additional Exhibits (specify): Exhibit B

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

**CONTRACTOR SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE SIGNED**

**DSNS SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE SIGNED**

Melissa Diebert, Contract Specialist
This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The Total Maximum Contract Amount is hereby increased in the amount of $272,248 for a new Contract Amount of $552,864.

2. The Program Agreement end date is extended to June 30, 2019.

3. Special Terms and Conditions, Section 8, Billing and Payment is amended as follows:

   a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as costs incurred by the program for:

   f. Program Administration: The County will provide program administration and may bill for administrative costs up to the identified amount in Exhibit B. Administrative costs reimbursement will not exceed 7% of the total combined allocation for Consumer Support and Other Consumer Support services unless millage has been declared or the Assistant Secretary of DDA approves a request for an exception under Chapter 388-850 WAC. Monthly claims for administrative costs will be for allowable expenditures incurred or 1/12 of the maximum Administration amount identified in Exhibit B, or the lesser of the two.

4. Exhibit B. Program Agreement Budget is hereby amended to include the following Budget Revision:

   ![Program Agreement Budget](image)

   EXHIBIT B

   □ Original Budget  X Budget Revision

   **REVENUES**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source</th>
<th>Original</th>
<th>1st Revision</th>
<th>2nd Revision</th>
<th>3rd Revision</th>
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<tr>
<td>2018</td>
<td>State Funds</td>
<td>$134,716</td>
<td>$137,115</td>
<td>$142,084</td>
<td>$142,084</td>
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<td></td>
<td>Medical Funds</td>
<td></td>
<td></td>
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<td></td>
<td>Total</td>
<td>$266,065</td>
<td>$270,804</td>
<td>$280,616</td>
<td>$280,616</td>
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<td>2019</td>
<td>State Funds</td>
<td></td>
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<td></td>
<td>Federal Funds</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$272,248</td>
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### COUNTY FY 2019 SPENDING PLAN

<table>
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<tr>
<th>Planned Expenditures</th>
<th>PASRR Funds</th>
<th>State Funds</th>
<th>Medicaid Funds</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>ADMINISTRATION</td>
<td></td>
<td>$ 9,796</td>
<td>$ 8,015</td>
<td>$ 17,811</td>
</tr>
<tr>
<td>(CMIS/AWA BARS 11)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)</td>
<td>$ 9,155</td>
<td>$ 7,490</td>
<td>$ 16,645</td>
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<tr>
<td>CONSUMER SUPPORT</td>
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<tr>
<td>STATE-ONLY</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Child Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAID CLIENTS</td>
<td>$ 118,896</td>
<td>$ 118,896</td>
<td>$ 237,792</td>
<td></td>
</tr>
<tr>
<td>ROADS to COMMUNITY LIVING</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TOTAL</td>
<td>$ 137,847</td>
<td>$ 134,401</td>
<td>$ 272,248</td>
<td></td>
</tr>
</tbody>
</table>

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

Approve Amendment #1 to Contract #2017-19 CCAP DD with Coastal Community Action Program to provide employment training/support services for adults with developmental disabilities

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Health & Human Services

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

SIGNATURE: ____________________________ DATE: 6/12/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #1 to contract # 2017-19 CCAP DD with Coastal Community Action Program (CCAP). This amendment add funding for the current fiscal year (July 1, 2017-June 30, 2018) and also provides funding for next state fiscal year (July 1, 2018-June 30, 2019) for CCAP to continue to provide employment training/support services for adults with developmental disabilities. These are funds that the county receives from DSHS-DDA that are passed through to CCAP and are part of the approved 2018 county budget. Please contact me at extension 2848 with any questions. Thank you!

RECOMMENDED MOTION

Approve Amendment #1 to Contract #2017-19 CCAP DD with Coastal Community Action Program to provide employment training/support services for adults with developmental disabilities

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 DD Amendment #1

- **W-9 Attached** for all vendors/contractors (County issuing payment to)  
- **Certificate of Insurance Attached** (if required)  
- **Indicate type**  
  - Intergovernmental/Interagency  
  - Employment/Special Services Agreement  
  - Federal Contract  
  - Memorandum of Understanding/Agreement  
  - Interoffice/Interdepartmental  
  - State Contract  

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

---

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

---

**TYPE OF REQUEST** (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):  
- **Public Works Project (RCW 39.04):**  
  - Limited PW Process (<$35,000)  
  - Small PW Process (<$300,000)  
- ** PW Project (>300,000)**  
- **Equipment, Materials, & Supplies (RCW 36.32):**  
  - < $5,000 (match 1:1)  
  - $5,000-$25,000 (mullorable rate)  
  - > $25,000 (competitive bid)  
- **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”):**

- 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

---

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

---

**TOTAL COST/AMOUNT (include sales & use tax):** 250,501  
**TOTAL TAX:** 0  
**TOTAL SHIPPIING/HANDLING:** 0  
**EXPENDITURE FUND #:** 118  
**SUPPLEMENTAL REQUIRED?:** Yes  
**IN-KIND MATCH REQUIRED?:** Yes  
**MATCHING FUNDS REQUIRED?:** Yes  
**AMOUNT OF MATCHING FUNDS:**

---

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Contract #2017-19 CCAP DD
Amendment #1

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

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

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

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chairperson Date

Frank Wolfe, Commissioner Date

Lisa Ayers, Commissioner Date

CONTRACTOR- Coastal CAP

Signature Date

Title

Attest

___________________________________________
Marie Guernsey
Clerk of the Board
### AMENDMENT #1

**EXHIBIT B- Budget**

*Contract # 2017-19 CCAP DD*

<table>
<thead>
<tr>
<th>Service</th>
<th>Original</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
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<tbody>
<tr>
<td>Group Supported Employment, Individual Supported Employment, and Community Inclusion <em>(July 1, 2017-June 30, 2018)</em></td>
<td>232,392.00</td>
<td>245,101.00</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Group Supported Employment, Individual Supported Employment, and Community Inclusion <em>(July 1, 2018-June 30, 2019)</em></td>
<td>-</td>
<td>237,792.00</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>232,392.00</strong></td>
<td><strong>482,893.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State Fiscal Year 18 (SFY 18) is July 1, 2017 - June 30, 2018
State Fiscal Year 19 (SFY 19) is July 1, 2018 - June 30, 2019

*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization*
Approve Amendment #2 to Contract #1763-94264 with WA State Health Care Authority for Prevention Services and authorize Chair to sign

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Health & Human Services
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director
SIGNATURE: [Signature]
DATE: 6/18/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #2 to contract #1763-94264 with Washington State Health Care Authority (formerly DSHS- Division of Behavioral Health & Recovery). This amendment adds funding to support prevention work (mentoring, afterschool program, etc.), and our prevention coalitions (WellSpring in South County, and Road to Resilience in South Bend) for the 2019 state fiscal year. These additional funds were expected and included in our approved 2018 county budget. Please let me know if you have any questions. Thank you!

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

Approve Amendment #2 to Contract #1763-94264 with WA State Health Care Authority for Prevention Services and authorize Chair to sign

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Washington State Health Care Authority

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): 1783-94264 amendment #2

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

<table>
<thead>
<tr>
<th>Indicate type</th>
<th>Intergovernmental/Interagency</th>
<th>Employment/Special Services Agreement</th>
<th>Federal Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Memorandum of Understanding/Agreement</td>
<td>Interoffice/Interdepartmental</td>
<td>State Contract</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

To be located at:

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

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

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

- **RFP**
- **RFQ**
- **Franchise**
- **Annexation**
- **Ordinance**
- **Resolution**
- **Apex**
- **Franchise**
- **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):** 40,716

**TOTAL TAX:** EXPENDITURE FUND #: 118

**EXPERDIURE BUDGETED?** Yes No

**SUPPLEMENTAL REQUIRED?** Yes No

**IN-KIND MATCH REQUIRED?** Yes No

**DECRIBE MATCH:**

**MATCHING FUNDS REQUIRED?** Yes No

**AMOUNT OF MATCHING FUNDS:**

Revised 8/2015

Exhibit A to Resolution No. 2010-013
# CONTRACT AMENDMENT

**Prevention Services**

**HCA CONTRACT NUMBER:** 1763-94264  
**Amendment No. 02**

This Contract Amendment is between the State of Washington Health Care Authority (HCA) and the Contractor identified below.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR ADDRESS</th>
<th>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</th>
<th>ACD INDEX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 26</td>
<td>254-000-662</td>
<td>1231</td>
</tr>
<tr>
<td>South Bend, WA 98586-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR CONTACT</th>
<th>CONTRACTOR TELEPHONE</th>
<th>CONTRACTOR FAX</th>
<th>CONTRACTOR E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katie Olen-Lindstrom</td>
<td>(360) 875-9300</td>
<td>(360) 875-9323</td>
<td><a href="mailto:koien@co.pacific.wa.us">koien@co.pacific.wa.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA PROGRAM AREA</th>
<th>HCA CONTRACT CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Behavioral Health and Recovery</td>
<td>1644CS-63</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA CONTACT NAME AND TITLE</th>
<th>HCA CONTACT ADDRESS</th>
<th>HCA CONTACT E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Mariani</td>
<td>4500 Tenth Ave SE</td>
<td><a href="mailto:mariase@dshs.wa.gov">mariase@dshs.wa.gov</a></td>
</tr>
<tr>
<td>Program Administrator</td>
<td>PO Box 45330</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Olympia, WA 98504-5330</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA CONTACT TELEPHONE</th>
<th>HCA CONTACT FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>(360)725-3774</td>
<td>(360)725-2253</td>
</tr>
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**IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?**  
Yes

**CFDA NUMBERS**  
93.959

<table>
<thead>
<tr>
<th>AMENDMENT START DATE</th>
<th>CONTRACT END DATE</th>
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<tr>
<td>07/01/2018</td>
<td>06/30/2019</td>
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<table>
<thead>
<tr>
<th>PRIOR MAXIMUM CONTRACT AMOUNT</th>
<th>AMOUNT OF INCREASE OR DECREASE</th>
<th>TOTAL MAXIMUM CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$379,284.00</td>
<td>$40,716.00</td>
<td>$420,000.00</td>
</tr>
</tbody>
</table>

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

- [ ] Additional Exhibits (specify):

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

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

<table>
<thead>
<tr>
<th>DSHS SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>HCA Contracts</td>
<td></td>
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</table>
This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

**Federal Award Identification for Subrecipients (reference 2 CFR 200.331)**

**Substance Abuse Block Grant**

<table>
<thead>
<tr>
<th></th>
<th>Subrecipient name (which must match the name associated with its unique entity identifier);</th>
<th>Pacific County</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>Subrecipient's unique entity identifier; (DUNS)</td>
<td>942515065</td>
</tr>
<tr>
<td>(iii)</td>
<td>Federal Award Identification Number (FAIN);</td>
<td>SM010056</td>
</tr>
<tr>
<td>(iv)</td>
<td>Federal Award Date (see §200.39 Federal award date);</td>
<td>04/17/2015</td>
</tr>
<tr>
<td>(v)</td>
<td>Subaward Period of Performance Start and End Date;</td>
<td>7/1/17 to 6/30/19</td>
</tr>
<tr>
<td>(vi)</td>
<td>Amount of Federal Funds Obligated by this action;</td>
<td>$29,083</td>
</tr>
<tr>
<td>(vii)</td>
<td>Total Amount of Federal Funds Obligated to the subrecipient;</td>
<td>$96,943</td>
</tr>
</tbody>
</table>
| (xiii) | Total Amount of the Federal Award; | FY14 $37,271,989  
| | | FY15 $37,296,186  
| | | FY16 $38,042,110 |
| (ix) | Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); | Substance Abuse Prevention and Treatment Block Grant |
| (x) | Name of Federal awarding agency, pass-through entity, and contact information for awarding official; | SAMHSA,  
| | | Washington State DSHS,  
| | | Chris Imhoff, Director  
| | | PO Box 45330  
| | | Olympia, WA 98504-5330  
| | | Imhoffc@dshs.wa.gov |
| (xi) | CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.959 |
| (xii) | Identification of whether the award is R&D; and | ☑ Yes ☐ No |
| (xiii) | Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs). | 5% |
Federal Award Identification for Subrecipients (reference 2 CFR 200.331) - Strategic Prevention Framework Partnerships for Success

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Subrecipient name (which must match the name associated with its unique entity identifier);</td>
</tr>
<tr>
<td></td>
<td>Pacific County</td>
</tr>
<tr>
<td>(ii)</td>
<td>Subrecipient's unique entity identifier; (DUNS)</td>
</tr>
<tr>
<td></td>
<td>942515065</td>
</tr>
<tr>
<td>(iii)</td>
<td>Federal Award Identification Number (FAIN);</td>
</tr>
<tr>
<td></td>
<td>SP020155</td>
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<tr>
<td>(iv)</td>
<td>Federal Award Date (see §200.39 Federal award date);</td>
</tr>
<tr>
<td></td>
<td>06/12/2015</td>
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<tr>
<td>(v)</td>
<td>Subaward Period of Performance Start and End Date;</td>
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<td>$0</td>
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<tr>
<td>(vii)</td>
<td>Total Amount of Federal Funds Obligated to the subrecipient;</td>
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<tr>
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<td>$67,860</td>
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<tr>
<td>(viii)</td>
<td>Total Amount of the Federal Award;</td>
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<tr>
<td></td>
<td>$2,207,505 FY16 (09/30/15 - 09/29/16)</td>
</tr>
<tr>
<td>(ix)</td>
<td>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);</td>
</tr>
<tr>
<td></td>
<td>Strategic Prevention Framework Partnerships for Success (PFS)</td>
</tr>
<tr>
<td>(x)</td>
<td>Name of Federal awarding agency, pass-through entity, and contact information for awarding official,</td>
</tr>
<tr>
<td></td>
<td>SAMHSA, Washington State DSHS, Chris Imhoff, Director PO Box 45330 Olympia, WA 98504-5330 IMHOFCDSHS.wa.gov</td>
</tr>
<tr>
<td>(xi)</td>
<td>CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;</td>
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<tr>
<td></td>
<td>93.243</td>
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<tr>
<td>(xii)</td>
<td>Identification of whether the award is R&amp;D; and</td>
</tr>
<tr>
<td></td>
<td>□ Yes  ☑ No</td>
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<tr>
<td>(xiii)</td>
<td>Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&amp;A) costs);</td>
</tr>
<tr>
<td></td>
<td>de minimis (10%)</td>
</tr>
</tbody>
</table>
1. The Contract maximum is increased by $40,716 from $379,284 to $420,000. Source of funds for this amendment is the Substance Abuse Block Grant (SABG), CFDA#93.959. The Awards and Revenues (A&R) is attached as Exhibit B.

2. Amend the Special Terms and Conditions Section 3. Performance Work Statement, Subsection d. by deleting and replacing with the following:

   d. Media Materials.

   (1) Media materials and publications developed with DSHS funds shall be submitted to the Contract Manager or designee for approval prior to publication (DSHS will respond within five (5) working days). DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS logo may also be used in place of the above citation.

   (2) Exceptions: The Contractor does not need to submit the following items to Contract Manager or designee:

   (a) Newsletters and fact sheets.

   (b) News coverage resulting from interviews with reporters. This includes online news coverage.

   (c) Newspaper editorials or letters to the editor.

   (d) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.

   (e) When a statewide media message is developed by DSHS is localized.

   (f) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the “Talk. They Hear You.” campaign. https://www.samhsa.gov/underage-drinking)

3. Amend Special Terms and Conditions Section 6. Requirements, Subsection a. by deleting and replacing with the following:

   a. Background Checks. (RCW 43.43, WAC 388-877 & 388-877B).

      (1) The Contactor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

      (2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-877-0500(1) are met.

4. Amend Special Terms and Conditions Section 9. Consideration first paragraph only by deleting and replacing with the following:

   Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is increased by $40,716, up to a maximum of $420,000 including any and all expenses, and shall be based on the following and outlined in Exhibit B: Awards and Revenue.
5. Amend Special Terms and Conditions to add Section 24. Notices and Section 25. Pay Equity as follows:


Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

a. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one (1) of this Contract;

b. In the case of notice to HCA, notice shall be sent to:

   Contract Services  
   Legal and Administrative Services Division  
   Washington State Health Care Authority  
   P. O. Box 42702  
   Olympia, Washington 98504-2702  
   Contracts@hca.wa.gov

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

25. Pay Equity.

a. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

b. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

c. Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

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

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.
4. Amend Special Terms and Conditions by replacing Exhibit B as follows on the next page:
### AWARD AND REVENUES

**2017-2019 Biennium**

**CONTRACTOR NAME**: Pacific County  
**CONTRACT NUMBER**: 1763-94264  
**COUNTY**: Pacific  

The above named Contractor is hereby awarded the following amounts for the purposes listed.

<table>
<thead>
<tr>
<th>REVENUE SOURCE CODE:</th>
<th>TYPE OF SERVICE</th>
<th>AWARD AMOUNTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Federal Funds</td>
<td>$192,363 $172,439 Total 17-19 Biennium $364,803</td>
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</tr>
<tr>
<td></td>
<td>Total State Funds</td>
<td>$25,970 $29,227 Total 17-19 Biennium $55,197</td>
<td></td>
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<tr>
<td></td>
<td>TOTAL ALL AWARDS</td>
<td>$218,333 $201,667 Total 17-19 Biennium $420,000</td>
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</tr>
</tbody>
</table>

**Federal CFDA:**  
SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)  
SABG Prevention:  
Funding period(s): 7.1.17-6.30.19  
Funds may be used in SFY 18 or SFY 19; up to the Total 17-19 Biennium award, as indicated above.  

GF-State- Admin (for SABG Prevention):  
Funding period(s): 7.1.17-6.30.19 and 7.1.18-6.30.19  
Funds must be used only in the SFY in which they are awarded, as indicated above.  

Dedicated Marijuana Account-Fund 315 State:  
Funding period(s): 7.1.17-6.30.19 and 7.1.18-6.30.19  
Funds must be used only in the SFY in which they are awarded, as indicated above.  

PFS-Partnerships for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)  
PFS:  
Year 4 funding: 7.1.17-9.29.17  
Year 5 funding: 9.30.17-9.29.18  
Funds must be used in the FFFY in which they are awarded, as indicated above.  
Beginning 9.30.17, funds for Year 5 may be used in SFY 18 or SFY 19, until 9.29.18.  

STR-State Targeted Response to the Opioid Crisis-CFDA 93.788 Substance Abuse and Mental Health Services Administration (SAMHSA)  
STR:  
FFY17 8.15.17-4.30.18  
FFY18 5.1.18-4.30.19  
Funds must be used in the FFFY in which they are awarded, as indicated above.  
Beginning 5.1.18, funds for FFY18 may be used in SFY 18 or SFY 19, until 4.30.19.
All other terms and conditions of this Contract remain in full force and effect.
PACIFIC COUNTY
INVENTORY DISPOSAL / TRANSFER FORM

FIXED ASSET ID NUMBER 3294

DEPARTMENT/OFFICE General Administration

EQUIPMENT DESCRIPTION Dell OptiPlex 990 Computer Workstation

MODEL NUMBER OptiPlex 990

SERIAL NUMBER 8S8FVR1

IS THIS EQUIPMENT STILL FUNCTIONING? ☑ YES ☐ NO

If yes, has this equipment been offered to other county departments/offices? ☑ YES ☐ NO

DISPOSAL

DISPOSAL DATE

HOW DISPOSED

REASON FOR DISPOSAL

If sold, name of purchaser ________________________________ Amount received ________________________________

TRANSFER

TRANSFERRED FROM (Department/Office) General Administration

TRANSFERRED TO (Department/Office) DPW Computer Services

DATE OF TRANSFER June 2018

THIS SECTION TO BE COMPLETED BY THE COMMISSIONER'S OFFICE

Your request to ☐ dispose / ☐ transfer 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 5/2018
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:

□ CONTINUED TO DATE:  □ TIME:

□ OTHER:

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veh Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

Agenda Item #:
Initial:  Date:

Review  □ Clerk of the Board

□ Risk Mgmt  □ Legal Required

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):  Lodging Tax

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

SIGNATURE:  

DATE:  6/20/2018

NARRATIVE OF REQUEST

The Pacific County Economic Development Council has requested to amend their Tourism Services Contract. Due to the changes, they have also provided Attachment A: Work Plan, Attachment B: Billing and Attachment C: Narrative.

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

Approve Amendment #1 to the Tourism Service Contract with the Pacific County EDC
AMENDMENT #1
TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Economic Development Council Special Project

Contract Reference: TDF106:PCEDCSP2018

THIS AMENDMENT No. 1 formally amends the Tourism Service Contract made and entered into the 9th of January 2018, by and between the Pacific County Economic Development Council Special Project, 600 Washington Avenue, Raymond, Washington 98577 ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the State of Washington; and

WHEREAS, Section 16-Entire Agreement/Modifications allows for changes in the services to be performed if mutually agreed upon by both parties; and

WHEREAS, there is a need to amend the contract to better reflect the statement of work and project deliverables; and

WHEREAS, sections of the previous contract are hereby amended and replaced in their entirety with the following:

1. **FUNDING**: Twenty Thousand Dollars ($20,000.00) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2018 to assist with Tourism Promotion of Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS**: The ORGANIZATION shall use these COUNTY funds for the express purpose of Tourism Promotion of Pacific County. Tourism Promotion is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Work Plan and Funding.

3. **PAYMENT PROVISIONS**: Once this AGREEMENT is executed, funds shall be disbursed to the ORGANIZATION as per the terms listed within Section 1. Funding, and Section 2. Use of Funds, using the attached billing form (Attachment B).

As a provision for receiving funding, the ORGANIZATION shall provide the following with every request for reimbursement for the grant funding:

A. Certification of hourly rate for employees whose time is charged against this contract.
B. A copy of personnel time sheets, certified by the Director, evidencing hours worked.
C. Backup documentation for any other expenses being claimed for the completion of the activities listed in Attachment A.
D. Brief narrative report for each deliverable (see Attachment C) for which reimbursement is being requested.

Each reimbursement billing form shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: "I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106. Signed this ___ day of (insert month and year) at (insert name of city or county), Washington."

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Monday, December 17, 2018. Any invoices submitted after this date will not be paid.

4. EVALUATION AND MONITORING: The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. RECAPTURE PROVISION: In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor’s Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney’s fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant’s, contractor’s or subcontractor’s employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, the ORGANIZATION 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 ORGANIZATION, its employees, agents or volunteers or ORGANIZATION’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 ORGANIZATION’S or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ORGANIZATION are a material inducement to COUNTY to enter into the Contract, are reflected in the ORGANIZATION’s compensation, and have been mutually negotiated by the parties.

9. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2018 and will continue through the 31st day of December 2018, both dates inclusive, unless sooner terminated or extended as provided for herein.

10. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Work Plan and Funding and/or Funding without regard for “eligible” expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

11. **DISPUTE RESOLUTION:** Differences between the ORGANIZATION 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 ORGANIZATION 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.

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

13. **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.

14. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the ORGANIZATION are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ORGANIZATION agrees to make them promptly available to the COUNTY. If the ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION (a) of the request and (b) of the date that such information will be released to the requester unless the ORGANIZATION obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ORGANIZATION 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 ORGANIZATION to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ORGANIZATION for releasing records not clearly identified by the ORGANIZATION as confidential or proprietary. The COUNTY shall not be liable to the ORGANIZATION for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. ORGANIZATION agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the ORGANIZATION relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

15. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
16. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

*17. **REQUIRED REPORTING:** Pursuant to RCW 67.28.1816(2)(c)(i): All recipients must submit a report to the COUNTY by December 17, 2018 describing the actual number of people traveling for business or pleasure on a trip during 2018:

(A) Away from their place of residence or business and staying overnight in Pacific County in paid accommodations;
(B) To a place fifty miles or more one way from their place of residence or business to Pacific County for the day or staying overnight; or
(C) From another country or state outside of their place of residence or their business to Pacific County.

The ORGANIZATION is also required to submit a final actual expenditure report completed to the best of your ability by December 17, 2018 with the final voucher to receive full payment.

*It is understood the ORGANIZATION submitting the recreational development plan may not be able to provide this information for the year completing the plan. Please submit the anticipated overall increases in the number of people traveling for business or pleasure on a trip that may result from your completion of plan.

18. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Jim Sayce
600 Washington Avenue
Raymond, WA 98577
Telephone: 360/875-9330
Tax ID #91-1238922
NOW THEREFORE, all other provisions of the Tourism Service Contract remain in full force and effect as agreed upon the 9th day of January, 2018.

ORGANIZATION
Pacific County Economic Development Council

Print Name
Title

Signature
Date

ATTEST:

Print Name
Title

Signature
Date

Board of County Commissioners
Pacific County, Washington

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date
<table>
<thead>
<tr>
<th>Activity / Components of project (Contractor’s scope of work)</th>
<th>Deliverable</th>
<th>Grant Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RDP Project Management and Admin</td>
<td>RDP schedule, project management and EDC updates</td>
<td>$780.00</td>
</tr>
<tr>
<td>2. Communications - OEDP/RDP Team Meetings, Calls, Emails</td>
<td>Zoom calls, meeting attendance, email, RDP edits</td>
<td>$1,885.00</td>
</tr>
<tr>
<td>3. Public Outreach - Polling Documents</td>
<td>Development of polling document for RDP</td>
<td>$260.00</td>
</tr>
<tr>
<td>3. Public Outreach - Public Meetings</td>
<td>Attendance of PCEDC OEDP/RDP public meetings</td>
<td>$1,040.00</td>
</tr>
<tr>
<td>3. Public Outreach - Partner Meetings</td>
<td>Attendance of partner meetings</td>
<td>$780.00</td>
</tr>
<tr>
<td>3. Public Outreach - Survey calls</td>
<td>Completion of assigned survey calls</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>4. Research/Document Review for RDP</td>
<td>Consistency review of Pacific Co docs</td>
<td>$1,100.00</td>
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<tr>
<td>4. Research/Document Review for RDP</td>
<td>Consistency review of WA State docs</td>
<td>$1,100.00</td>
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<tr>
<td>4. Research/Document Review for RDP</td>
<td>Review of other state and county RDP docs</td>
<td>$1,100.00</td>
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<tr>
<td>4. Research/Document Review for RDP</td>
<td>Data review and completion</td>
<td>$580.00</td>
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<tr>
<td>5. RDP Report Production</td>
<td>PC Recreational Assets Mapping</td>
<td>$2,015.00</td>
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<tr>
<td>5. RDP Report Production</td>
<td>RDP Report Outline for approval by EDC</td>
<td>$1,300.00</td>
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<tr>
<td>5. RDP Report Production</td>
<td>Formatting and narrative development</td>
<td>$1,040.00</td>
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<tr>
<td>5. RDP Report Production</td>
<td>1st, 2nd, and 3rd drafts submitted</td>
<td>$5,720.00</td>
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</tbody>
</table>

TOTAL LTAC Funded $20,000.00
ATTACHMENT B: BILLING FORM

Pacific County Economic Development Council Special Project
Recreational Development Plan for Tourism Development

Report Period: ________________________________

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>GRANT FUNDING</th>
<th>Balance Remaining</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
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$20,000.00  $20,000.00

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

________________________
Signature

________________________
Title

________________________
Date

________________________
City or County and State in which signed
Section 3: SCOPE OF WORK

3.1 Period of Performance:
This agreement begins January 1st, 2018 and extends through December 31, 2018. This contract may be extended or added to with an addendum based upon client needs.

3.2 Tasks and Deliverables:

Task 1) RDP Project Management and Admin
Consultant will provide general project management for the Recreational Development Plan including coordination of RDP schedule with the OEDP schedule.

Task 1 Deliverables:
a) Draft RDP schedule and cost estimate (see Attachment 3.2.1a Budget and Schedule)
b) Ongoing schedule management and updates

Task 2) Communications – OEDP/RDP Team meetings, calls, emails
Consultant will host Zoom conference calls promptly respond to all team communications.

Task 2 Deliverables:
a) Host Zoom calls on consultant’s account
b) Attend calls and meetings and respond to emails
c) Provide input/edits to PCEDC/OEDP team for press releases and other public communications

Task 3) Public Outreach
Consultant will work with PCEDC/OEDP team to develop a comprehensive list of RDP polling questions. This polling document is the first building block to the determination of similarities and differences between sub-planning area public priorities, and should contain a comprehensive list of questions including but not limited to tourism development, outdoor recreation opportunities, and public and private land use. Any documents will be made widely available in both electronic and print versions.

Task 3 Deliverables:
a) Polling document for sub-planning area meetings to determine regional and sub-planning area priorities
b) Attendance of PCEDC/OE&RDP scheduled Public Meetings
c) Other tbd task-relevant meeting and/or call attendance as necessary
d) Assigned survey calls as determined by OEDP consulting lead

Task 4) Research and document review for informing and formatting the RDP Report
Consultant will research and review key documents for the purpose of informing the final RDP.
Task 5) RDP Report
Working with PCEDC team, consultant will develop the 2018 PCEDC RDP Report, including an assessment of Pacific County’s outdoor location and seasonal cusp/winter/cusp recreation opportunities. These documents will include a mapping of current and potential recreational areas including best 12-month suggested uses of locations, and a gap analysis matrix.

Task 5 Deliverables:

a) RDP Mapping – trail and road survey and mapping (1st quarter 2018)
b) RDP Outline – approved by PCEDC Executive Director (2nd quarter 2018)
c) Formatting and narrative development (1st and 2nd quarters 2018)
d) First draft RDP - rough (end of 2nd quarter 2018)
e) 2nd draft RDP and attached figures (third quarter 2018)
   i. Outdoor Recreation Location Maps (ORLM) with identification of
      a) current recreational use locations
      b) potential recreational use locations and opportunities
   ii. Outdoor Recreation Matrix (ORM) including but not limited to a
categorization of current regional conditions, public access, suggested uses and user-difficulty rating, availability of sites and activities during the off-season, known regulatory restrictions, gaps in connectivity to greater systems, proximity and accessibility to local businesses, National, State, and Historic Parks, and support services. Matrix will develop the following categories in order to cover the potential of all recreational uses:
   • Ocean Beaches
   • Bays and Harbors
   • Freshwater Lakes
   • Rivers and Streams
   • Forests, Fields, Hills, and Mountains

f) Final draft RDP due to EDC Executive Director (early 4th quarter 2018)
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, June 12, 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
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Bill Monohon, Fair Manager

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-8)

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

General Business

Approve transfer of computer workstation from Juvenile Court Services to
Department of Community Development and Dell Tablet from
Commissioners’ Office to Computer Services

Confirm letter of support for the Willapa Center CDBG Community
Facilities application for the City of Raymond

Confirm letter of support for Health & Human Services Department
SAMHSA Grant for Mental Health Awareness Training

Approve request for use of traffic cones from Tokeland-North Cove
Chamber of Commerce

 Approve reduction of Kelli Buchanan, Administrative Asst. II
Approve regular meeting minutes of May 22, 2018

Approve Vendor Claims; Warrants Numbered 142065 thru 142153 in the amount of $148,021.97; Warrants Numbered 142154 thru 142195 in the amount of $111,455.19; Warrants Numbered 142196 thru 142260 in the amount of $159,058.67

Approve May, 2018 payroll; total employees: 177; total payroll: $782,750.59

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Partners for Fish and Wildlife Program Landowner Agreement No. WLP-PFW-18-01 with US Fish and Wildlife Service pertaining to the Doehman Creek Culvert and authorize Chair to sign

Adopt Resolution 2018-022 for temporary closure of 67th Place Road No. 12800 for culvert replacement at Doehman Creek

Approve Cooperative Agreement No. 6905671850001 with the US Department of Transportation Federal Highway Administration for the 67th Place Doehman Creek Culvert Replacement project and authorize Chair to sign

Approve request to “piggyback” on Grays Harbor County Contract with Stripe Rite for roadway striping, subject to adequate budget appropriations

Adopt Resolution 2018-023 updating the process for establishing and/or modifying the rates for payment of “internal” services provided by/through the Pacific County Equipment Rental & Revolving Fund No. 502 and Payroll Internal Service Fund No. 522

Approve Facility Use Application from Ed Whitford for use of Bush Pioneer Park for annual Bay Center Days event to be held July 7, 2018 and authorize the Chair to sign

Approve hire of Jonathon Fouts, RMT II, at a rate of $19.34, effective July 9, 2018, subject to adequate budget appropriations

Approve issuance of Call for Bids for the Upper Naselle Road Resurfacing Project and authorize Clerk of the Board to set bid opening date after construction funds are received
ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0
Olsen abstained

Adopt Resolution 2018-024 amending Fees For Services performed by Pacific County Department Of Community Development and Department of Public Works in support of building, environmental health, and land use review, and rescind Resolution 2016-056 and to become effective July 1, 2018

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

Approve the hire of Summer Litter Crew, Justin Franks, Aiden Jerles, and Sarah Hoerr at a rate of $12/hour, effective July 18, 2018 thru July 19, 2018
and Aubrielle Burks, Tristan Hamlin, and Theron Hamlin at a rate of
$12/hour, effective July 23, 2018 thru August 23, 2018, all subject to adequate budget appropriations and successful completion of a background checks

ITEMS REGARDING HEALTH AND HUMAN SERVICES DEPARTMENT

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

Approve hire of Kelli Buchanan, Behavioral Health Program Assistant, at
Grade 10 Step 10, 0.2 FTE, effective June 1, 2018, subject to adequate budget appropriations

Approve WA State Health Care Authority Professional Services Contract
#K2752 for ABCD Dental Services, effective July 1, 2018 thru June 30, 2020,
authorize Director to sign

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve Interagency Agreement #K2413 with WA State Department of
Agriculture for control of purple loosestrife and authorize Director to sign

ITEMS REGARDING COUNTY FAIR

It was moved by Wolfe, seconded by Ayers

Approve Facility Use Application submitted by Friends of the Fair

After discussion, this item was deferred until later in the meeting.
ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Mike Nordin to the Marine Resource Committee, alternate position representing Conservation/Environmental

ITEMS REGARDING GENERAL BUSINESS

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

Approve Grant #FY 18-90006-003 with the Department of Archaeology and Historic Preservation in the amount of $331,776, for the courthouse exterior rehabilitation and authorize Chair to sign

Approve Professional Services Contract in the amount of $630,500, with Coast and Harbor Engineering, a wholly owned subsidiary of Mott MacDonald Group, Inc., for engineering services to develop a “shovel ready” plan for construction of erosion protection structures for the North Cove area, subject to receipt of Certificate of Insurance

Approve purchase of a Dell Latitude 5590 laptop in an amount not to exceed $1,458.61, to be paid from Computer Replacement Fund 502, subject to adequate budget appropriations

EXECUTIVE SESSION – none

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve hire of Aubree Gardner, Temporary Engineering Aide, at a rate of $14/hour, effective June 18, 2018 thru September 7, 2018, subject to adequate budget appropriations and successful completion of a background check

Acknowledge resignation of Jared Jones, RMT II, effective June 21, 2018, and approve advertising for vacant position

RECESS – 9:23AM

BACK IN SESSION
PUBLIC HEARING – 10:02AM  
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, Kathy Spoor-
County Administrative Officer, Management & Fiscal Analyst-Paul Plakinger  

PUBLIC: Gordon & Rebecca Chaffee, Kelly Rupp, Jim Sayce, Scott Meyers, Randy & Sue Hamilton  

Chair Olsen opened the public hearing to consider approval of the sale of county-
owned property. Kathy Spoor and Paul Plakinger were sworn in.  

Paul provided an overview of the properties to be sold at public auction.  

Chair Olsen closed the public hearing.  

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

Approve Order authorizing the sale of county-owned property at public auction on Friday, July 13 2018, at the hour of 10:00AM or as soon thereafter as possible  

PUBLIC HEARING – 10:10AM  
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, Kathy Spoor-
County Administrative Officer, Management & Fiscal Analyst-Paul Plakinger  

PUBLIC: Gordon & Rebecca Chaffee, Kelly Rupp, Jim Sayce  

Chair Olsen opened the public hearing to consider amendments and supplements to the fiscal year 2018 budget. Paul Plakinger was sworn in.  

Paul provided an overview of the requested supplements and amendments.  

Chair Olsen closed the public hearing.  

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

Adopt Resolution 2018-025 in the matter of supplements and amendments to the fiscal year 2018 budget as provided on Attachment A to the resolution  

PUBLIC HEARING – 10:18AM  
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, Kathy Spoor-
County Administrative Officer, Management & Fiscal Analyst-Paul Plakinger  

PUBLIC: Gordon & Rebecca Chaffee, Kelly Rupp, Jim Sayce, Scott Meyers  

Chair Olsen opened the public hearing to consider submission of Community Development Block Grant/Economic Opportunity Grant for the New Pacific Hardwoods Mill. Kelly Rupp, Kathy Spoor and Jim Sayce were sworn in.
Notice of the Public Hearing for submission of the grant was published in the Chinook Observer on May 30, 2018. The Federal Citizen Participation Requirements for Local Government Applicants to the State CDBG Program, CDBG Grant availability and the New Pacific Hardwoods, Inc. Revitalization Opportunity Summary were made available at the hearing.

Kelly Rupp, Kathy Spoor and Jim Sayce provided comment on the application.

Chair Olsen closed the public hearing.

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

**Adopt Resolution 2018-026 authorizing the submission of a 2018 Community Development Block Grant for Economic Opportunity by the Port of Willapa Harbor pertaining to the New Pacific Hardwoods to the State of WA Department of Commerce and certifying compliance with applicable grant submittal requirements**

**ITEMS REGARDING COUNTY FAIR**

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

**Approve Facility Use Application from Friends of the Fair for use of the fairgrounds for Cattle Sorting practice to be held July 21-22, 2018 and authorize Chair to sign, subject to receipt of the require insurance prior to the event, deny waiver of the damage deposit and defer request for waiver of the rental fees to the meeting of June 26, 2018**

**MEETING CLOSED – 10:25AM**

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

Claims for Damages #2018-02-004 and #2018-03-005 filed this date.

Notice dated April 25, 2018, from the WA State Liquor and Cannabis Board regarding new liquor license application for My’s Cove.

Corrected notice dated May 3, 2018, from the WA State Liquor and Cannabis Board regarding new liquor license application for My’s Cove.

Notice dated May 4, 2018, from the WA State Liquor and Cannabis Board regarding new liquor license application for Tokeland Hotel & Restaurant LLC.

Notice dated May 7, 2018, from the WA State Liquor and Cannabis Board regarding special occasion liquor license for the Lewis-Pacific Swiss Society.

Letter dated May 22, 2018, from Wahkiakum Board of County Commissioners regarding the marbled murrelet conservation.

MEMO received May 23, 2018, from Prosecutor McClain regarding annual examination of bonds.

Notice dated May 23, 2018, from the WA State Liquor and Cannabis Board regarding special occasion license for the Peninsula Rhythm & Blues Festival.

Email dated May 30, 2018, from Bonnie Lou Cozby regarding support of firework reduction.

Notice dated May 23, 2018, from the WA State Liquor and Cannabis Board regarding license approval for Crown Alley Irish pub.


Email dated June 3, 2018, from Dale Beasley regarding threat to crab fishing industry.

Letter dated June 5, 2018, from State of WA Department of Commerce noting procedural requirements have been met pertaining to the Critical Areas Resource Land Ordinance No. 180 and the Shoreline Master Plan Ordinance No. 183.

Letter received June 6, 2018, from Donald Amend regarding the business called Antiques and Collectables and abandoned cars/trailers in Ocean Park.

Email dated June 6, 2018, from Mike Swanson providing notification that the Finnish-American Folk Festival will not be applying for an Assembly Permit due to reduced attendance.
Notice dated May 23, 2018, from the WA State Liquor and Cannabis Board regarding license expirations for Evergreen Production, LLC, Lester Farms, LLC, North Cove Properties, LLC, Serious Foods, LLC and Peninsula Lodge No. 2363 Loyal.

Email dated June 11, 2018, from Fritzi Cohen regarding concerns of pesticide use in public places.

Email dated June 12, 2018, from Cheryl Fambles, Pacific Mountain WDC with letter of support for the New Pacific Hardwoods Mill grant application.

Copy of WSU Master Gardener certificate for completion of the Master Gardener Program for Janet Roach and Ranae Powell filed this date.
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, June 26, 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

142261 thru 142451 $ 340,198.18

Warrants Dated: June 15, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:
Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY
JUN 18 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Approve refund to Hancock Forest Management pertaining to Road Haul Permit No. 2018-8 in the following amounts for Elk River - $4,595.89, Newskah - $8,018.12, and North River - $21,826.59 for a total of $34,440.60.

Hancock Forest Management submitted Road Haul Permit No. 2018-8 along with a warrant in the amount of $45,000 for a blanket permit for their multiple clients for 2018 haul. Hancock requests refund of their bonds held by DPW in the following amounts: Elk River - $4,595.89, Newskah - $8,018.12, and North River - $21,826.59 for a total refund of $34,440.60.

APPROVED: 
DENIED: 

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
NO ACTION TAKEN/WITHDRAWN
CONTINUED TO DATE:
DEFERRED TO:

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

AGENDA ITEM REQUEST
DEPARTMENT/OFFICE: DPW
DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
PHONE / EXT: 3366

SIGNATURE:
DATE:

NARRATIVE OF REQUEST

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

Approve refund to Hancock Forest Management pertaining to Road Haul Permit No. 2018-8 in the following amounts for Elk River - $4,595.89, Newskah - $8,018.12, and North River - $21,826.59 for a total of $34,440.60.
Adopt Resolution 2018-______ initiating County Road Project No. 1657 for the Raymond-South Bend Road Improvement project

AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>Agenda Item #: 11</th>
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<tbody>
<tr>
<td>Initial:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

- [ ] Subject to Adequate Budget Appropriations
- [ ] No Action Taken/Withdrawn
- [ ] Deferred To: ____________________
- [ ] Continued To Date: ____________________
- [ ] Other: ____________________

**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

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

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

**SIGNATURE:** ____________________  
**DATE:** ____________________

**NARRATIVE OF REQUEST**

County Road Project (CRP) for Raymond-South Bend Road No. 43880 slide repair project. By unanimous vote of the Commissioners the project will be added to the Annual Construction Program and the 6 Year Transportation Program to finalize grant applications through the County Road Administration Board Rural Arterial Program.

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

Adopt Resolution 2018-______ initiating County Road Project No. 1657 for the Raymond-South Bend Road Improvement project
BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1657
RESOLUTION NO. _______

IT IS HEREBY RESOLVED by the Board of County Commissioners that RAYMOND-SOUTH BEND ROAD IMPROVEMENTS State Road Log Number 43880 MP 1.45 TO 1.62 be improved as follows:

SLIDE REPAIR, RESURFACE AND WIDEN WITH HMA

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT OF APPROPRIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$</td>
</tr>
<tr>
<td>Administration</td>
<td>$</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$ 521,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 541,000</td>
</tr>
</tbody>
</table>

[XX] This project is hereby made a part of the officially adopted 2018 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 14.

[XX] This project is a part of the officially adopted 2018-2023 Six Year Transportation Program and appears as Item No. 48.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.
[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS ___________________ DAY OF __________________, ________.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Chairman

ATTEST:

________________________________________
Commissioner

________________________________________
Commissioner

Clerk of the Board
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  DIVISION (if applicable):

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

SIGNATURE: ____________________________  DATE: 6-20-18

NARRATIVE OF REQUEST

Award of the Pacific County Signing Upgrade Project 2018, bids to be opened on June 25, 2018 at 9:00 AM.

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

Award the Signing Upgrade Project 2018 to ____________________________ in the amount of $______________________, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 13

Initial: ____________________ Date: ____________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: ____________________

□ CONTINUED TO DATE: ____________________ TIME: ____________________

□ OTHER: ____________________

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ PACCOM □ Superior Court

□ CF □ Auditor □ PCEMA □ PC Fair □ Treasurer

□ SEA □ Clerk □ Health □ Prosecutor □ Veg Mgmt

□ Civil Service □ Juvenile □ SDC □ WSU Ext.

□ DCD □ NDC □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (If applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: ____________________ DATE: 6-14-18

NARRATIVE OF REQUEST

Letter of Agreement for failing culvert at 25719 Park Avenue signed by 5 property owners; Robert & Cynthia Eck, Lyle Janz, Jr. and Marilyn Janz, and Carroll - estate of.

See LOA for specific work guarantees by Pacific County for Flood Control Zone District No. 1.

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

Approve Letter of Agreement with Robert & Cynthia Eck, Lyle Janz, Jr. & Marilyn Janz-Trust, and Carroll Estate Trust pertaining to a cross culvert removal/replacement at 25719 Park Avenue in Ocean Park and authorize Chair to sign.
May 23, 2018

Robert J. & Cynthia M. Eck
PO Box 242
Ocean Park, WA 98640-0242

Lyle L. Janz, Jr. & Marilyn Janz -- Trust
333 South State Street #191
Lake Oswego, OR 97034

Carroll Estate Trust
2315 Rue Des Chateaux
Carlsbad, CA 92008

RE: Letter of Agreement
Failing Culvert at 25719 Park Avenue, Ocean Park

Dear Property Owners:

Attached for your review and execution is a Letter of Agreement for removal/replacement of the cross culvert located at 25719 Park Avenue in Ocean Park, Washington that accesses your properties as outlined on the attached aerial photograph.

Please execute and return the Agreement to this office for work to commence on the project.

Sincerely,

[Signature]
Michael W. Collins, P.E., PLS
Director/County Engineer

Enclosures: Letter of Agreement, Aerial photograph showing parcels
LETTER OF AGREEMENT

Between: Pacific County, on behalf of Flood Control Zone District No. 1

And

Property Owners of Tax ID No. 12113393034 (Robert J. & Cynthia M. Eck), 1211339303 (Lyle L. Janz, Jr. & Marilyn Janz/Trust), 12113393032 (Lyle L. Janz, Jr. & Marilyn Janz/Trust), and 12113393031 (Carroll Estate Trust)

In the matter of:

Removal and replacement of the cross culvert that accesses private property west of the Loomis Drainage particularly located at 25719 Park Avenue and granting Perpetual Non-Exclusive Drainage Easement to Flood Control on the above referenced parcel and as identified on the attached aerial map.

Whereas, Pacific County, on behalf of Flood Control Zone District No. 1 maintains the Loomis Drainage.

Whereas, the cross culvert placed many years ago by the private property owner that accesses four (4) lots on the west side of the Loomis is failing. The failing culvert could be an obstruction to the Loomis Drainage with the potential to flood private property adjacent to the Loomis to the south of the structure causing property damage.

Whereas, Non-Exclusive Perpetual Drainage easements would be advantageous to the Flood Control Zone District No. 1 to perform channel maintenance on the Loomis Drainage.

Therefore the parties agree to the following:

Pacific County will prepare Perpetual Non-Exclusive Drainage Easements for the following parcel for Flood Control Zone District No. 1 Channel Maintenance:

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>12113393034</td>
<td>Robert J. &amp; Cynthia M. Eck</td>
</tr>
</tbody>
</table>

Work by Flood Control Zone District No. 1 will include; removal of the failed culvert, preparation of the streambed for the new pipe placement, set the culvert and place minimal fill to stabilize the pipe as directed by the County Engineer.
Flood Control agrees to pay the following:

- Labor and Equipment Costs to:
  - Traffic Control
  - Clear and Grub (trees)
  - Remove existing culvert and fill
  - Dewater site divert flow around site
  - Place bedding rock (crushed surfacing base course)
  - Place new pipe
  - Place backfill (crushed surfacing base course)
  - Place riprap/quarry spalls

- Estimated cost for above approximately $24,000
- No asphalt pavement surface is included in this work.

The property owners will obtain and pay for all necessary environmental permits, will purchase the new pipe, transport the pipe to the project site and be responsible for any costs for “road” over the culvert and repairs to any other part of the road.

Property Owners agree to the following:

- Hire surveyor to obtain topography map
- Design plan and cross section
- Obtain permits from:
  - Department of Community Development
  - Washington State Department of Ecology
  - Army Corps of Engineers
  - Washington State Fish and Wildlife
- Pay for the costs of all materials including:
  - Pipe
  - Bedding rock
  - Backfill rock
  - Riprap
  - Quarry Spalls
- Grant Flood Control Zone District No. 1 a Non-Exclusive Drainage Easement from the Eck parcel

- Estimate cost for above approximately $19,000
- Property owner is responsible for re-surfacing all disturbed area.
- Invoices will be sent to the property owners directly from vendors and/or suppliers.
The Non-Exclusive Perpetual Drainage Easement must be executed and returned to Pacific County prior to commencement of work by the County maintenance crews.

On behalf of Pacific County:

Chair, Board of Pacific County Commissioners
Supervisors for Flood Control Zone District No. 1

Date

OWNERS:

Robert J. Eck 6-7-18
Cynthia M. Eck 4-7-18

Robert J. Eck
Cynthia M. Eck

Date
Date

Lyle L. Janz, Jr. - Trust
Marilyn Janz - Trust

Date
Date

Carroll Estate - Trust

Date

LETTER OF AGREEMENT
The Non-Exclusive Perpetual Drainage Easement must be executed and returned to Pacific County prior to commencement of work by the County maintenance crews.

On behalf of Pacific County:

Chair, Board of Pacific County Commissioners  
Supervisors for Flood Control Zone District No. 1  

OWNERS:

Robert J. Eck  
Cynthia M. Eck  

Lyle L. Janz, Jr. - Trust  
Marilyn Janz - Trust  

Carroll Estate – Trust  

LETTER OF AGREEMENT
The Non-Exclusive Perpetual Drainage Basement must be executed and returned to Pacific County prior to commencement of work by the County maintenance crews.

On behalf of Pacific County:

Chair, Board of Pacific County Commissioners
Supervisors for Flood Control Zone District No. 1

OWNERS:

Robert J. Eck          Date          Cynthia M. Eck          Date

Lyle L. Janz, Jr. - Trust          Date          Marilyn Janz – Trust          Date

Carroll Estate – Trust          Date

June 8, 2018
Approve the promotion of Alexandra Russell to Senior Planner, Grade 15 Step 1, effective July 1, 2018 and approve request to advertise and hire for vacant Planner, Grade 13 Step 1, subject to adequate budget appropriations.
Approve Family Medical Leave for a qualifying event, effective July 20, 2018 through October 20, 2018 and authorize Leave Credit Transfer with an assigned expiration date of October 20, 2018

---

**AGENDA REQUEST FORM**

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

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

**BOCC ACTION:**
- [ ] APPROVED
- [ ] DENIED

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

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

---

**AGENDA ITEM REQUEST**

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Auditor</th>
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</thead>
<tbody>
<tr>
<td>DIVISION (if applicable):</td>
<td></td>
</tr>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Joyce Kidd, Auditor</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td>3313</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td>06/19/2018</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

Approve request for employee’s FMLA starting effective July 20 or sooner depending. Also approve a request for donated time.

---

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

Approve Family Medical Leave for a qualifying event, effective July 20, 2018 through October 20, 2018 and authorize Leave Credit Transfer with an assigned expiration date of October 20, 2018.
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 #: 16

Initial: _____________ Date: _____________

Review  ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court

☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer

☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt

☐ Civil Service  ☐ Health  ☐ SDC  ☐ WSU Ext.

☐ DCD  ☐ Juvenile  ☐ Sheriff  ☐ Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: ____________________________  DATE: 6/19/2018

NARRATIVE OF REQUEST

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

Adopt Resolution 2018-_______ amending Attachment E: Facility Use Fee Schedule for Facility Rentals of the Pacific County Facility Use Policy and Process and rescind Resolution 2017-016

Revised 8/2015  Exhibit A to Contract/Agreement/Grant Review Policy
RESOLUTION NO. 2018-___________

A RESOLUTION AMENDING ATTACHMENT E: FACILITY USE FEE SCHEDULE FOR FACILITY RENTALS OF THE PACIFIC COUNTY FACILITY USE POLICY AND PROCESS AND RESCIND RESOLUTION 2017-016

WHEREAS, Pacific County desires to promote and support special events within the County, and

WHEREAS, the County recognizes the public’s desire to use county-owned facilities, parks and property for special events and small gatherings, and

WHEREAS, Pacific County desires to allow the use of county-owned facilities, parks and properties for these purposes, and

WHEREAS, the Board of Pacific County Commissioners adopted Resolution 2017-016 at their regular meeting of April 11, 2017 amending the Pacific County Facility Use Fee Schedule for Facility Rentals of the Pacific County Facility Use Policy and Process; and

WHEREAS, it is the Board’s desire to consider a fee waiver to local nonprofits and fundraisers that directly support the county fair.

NOW THEREFORE, IT IS HEREBY FURTHER RESOLVED by the Board of Pacific County Commissioners that Attachment E: Facility Use Fee Schedule for Facility Rentals of the Pacific County Facility Use Policy and Process is hereby amended, as attached.

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

_____YEA; _____NAY; _____ABSTAIN; and _____ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

___________________________________
Lisa Olsen, Chair

___________________________________
Frank Wolfe, Commissioner

___________________________________
Marie Guernsey, Clerk of the Board

___________________________________
Lisa Ayers, Commissioner
ATTACHMENT E

FACILITY USE FEE SCHEDULE

FOR ALL RENTALS:

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

PACIFIC COUNTY FAIRGROUNDS

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

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

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

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

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

Tent Camping
- $10 per day
- $50 per week

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

PACIFIC COUNTY PARKS

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

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

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

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

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<tr>
<th>PARK</th>
<th>P</th>
<th>S</th>
<th>PU</th>
<th>YURT</th>
<th>ADDL VEHICLE</th>
<th>DAY USE*</th>
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*includes covered area

Morehead

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<td></td>
<td>$15.00</td>
<td>up to eight (8) people per tent/two (2) vehicles</td>
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</table>

DAY USE
- up to eight (8) people per tent/two (2) vehicles
- plus $25 cleaning deposit; includes lodge & grounds

3-DAYS
- up to eight (8) people per tent/two (2) vehicles
- plus $100 cleaning deposit; includes lodge & grounds

CABINS
- up to eight (8) people per tent/two (2) vehicles
- per night/per person up to 25 people

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

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

ROTUNDA RENTAL FEE
- Damage/Cleaning Deposit $200

POND AREA
- Damage/Cleaning Deposit $100
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #:  17  Initial:  __________________________ Date:  __________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS  Review  □ Clerk of the Board

□ 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: 6/19/2018

NARRATIVE OF REQUEST

At your meeting of June 12, 2018, you deferred a request from Friends of the Fair to waive the rental fees for their Cattle Sorting event to be held July 21-22, 2018. The Friends have indicated that all proceeds from this event will benefit the fairgrounds property, buildings, barns, etc.

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

.request for waiver of the rental fees by the Friends of the Fair for their Cattle Sorting event to be held July 21-22, 2018 at the county fairgrounds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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