AGENDA

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

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve regular meeting minutes of July 10, 2018
B) Approve Rainbow Valley Landfill Claims Vouchers
   Royal Heights Transfer Station, Inc. - $1,152.90
   PUD No. 2 - $43.12
   City of Raymond - $685

PUBLIC HEARING – 9:00AM

C) Consider adoption of Ordinance No. 9 pertaining to Public Nuisances
MINUTES

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

 CALLED TO ORDER – 9:04 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Amanda Bennett, Deputy Clerk of the Board
Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Jerry Doyle

Chair Olsen noted for the record that due to the absence of Commissioner Ayers she would be voting out of necessity.

CONSENT AGENDA

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Approve regular meeting minutes of June 26, 2018

MEETING CLOSED – 9:05 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:
Frank Wolfe, Commissioner

Amanda Bennett
Deputy Clerk of the Board

Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  VOUCHER # 708-25
114 Airport Road
Raymond, WA 98577

APPROVAL DATE 7/24/18

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<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>
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</thead>
<tbody>
<tr>
<td>5437</td>
<td>7/1/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>1152.90</td>
</tr>
</tbody>
</table>

TOTAL $1152.90

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

Larry Bobb  PRES.  7/18/18
Signature  Title  Date

Reviewed by:

MARK G. BENNETT  DMB  7/10/18
Signature  Title  Date

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

Lisa R. Olsen  7/11/18
Chairperson, Local Board of Health
Pacific County, Washington  Date
<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
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<tr>
<td></td>
<td>net 10</td>
<td>7/11/2018</td>
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<tr>
<td>6/30/2018</td>
<td>90,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>1,152.90</td>
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Balance Due $1,152.90
<table>
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<tr>
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<tr>
<td>6/1/2018</td>
<td>2</td>
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<tr>
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<tr>
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**15**

**Total gallons:** 90000

**$1,152.90**
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

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

VOUCHER # 2018-210
APPROVAL DATE 7/24/18

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Ele</th>
<th>Obj</th>
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<tr>
<td></td>
<td>6/26/18</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>43.12</td>
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TOTAL 43.12

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: [Signature]
Title: [Title]
Date: 7/8/18

Reviewed by:

Signature: [Signature]
Title: [Title]
Date: 7/10/18

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

Signature: [Signature]
Date: 7/11/18

Chairperson, Local Board of Health
Pacific County, Washington
Public Utility District No. 2 of Pacific County

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

**************************************** AUTO SCH 5-DIGIT 98531
LARRY BAILE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

-----

Billing Summary
Previous Balance 47.56
Payment Received 06/11/18 47.56 CR
Balance Forward 0.00
Current Charges Due By 07/19/18 43.12
Total Due 43.12

Messages
Pay By Phone 844-829-1962


Meter #: A34390  LOC: 14099804-1  Addr: RAINBOW VALLEY LANDFILL  Rate Class: 020

Meter Reading Details
Current KWH Reading 06/17/18  93915
Previous KWH Reading 05/16/18  93721
Total KWH Usage 194
Days Served 32

Detail of Charges
194 kWh x 0.072800  14.12
Elec Basic Charge 29.00
Total This Service 43.12

MO Jun 17 Jul 17 Aug 17 Sep 17 Oct 17 Nov 17 Dec 17 Jan 18 Feb 18 Mar 18 Apr 18 May 18 Jun 18
Usage 213 161 155 130 127 198 215 302 484 313 270 255 194
Avg/Day 7 6 4 5 5 6 7 10 15 12 9 9 6

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY
STATE
ZIP

LOCATION PHONE NUMBER
OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

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

Account Number
Due Date
Amount Due
Warm Heart Donation
Amount Paid

Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472

07/19/2018
43.12

07
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-23
APPROVAL DATE 7/24/18

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

<table>
<thead>
<tr>
<th>Invoice #</th>
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<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
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<th>Amount</th>
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<td>103</td>
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<td>000</td>
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<td>685.00</td>
</tr>
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<td>TOTAL</td>
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<td></td>
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<td></td>
<td>685.00</td>
</tr>
</tbody>
</table>

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

Larry Bale
Signature
Title

Date 7/10/18

Reviewed by:

David Bennett
Signature
Title

Date 7/11/18

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

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

Date 7/11/18
# CITY OF RAYMOND
230 2ND STREET  
RAYMOND, WA. 98577  
360-942-4100 fax 360-942-4137

---

## INVOICE

<table>
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<tr>
<th>Qty</th>
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<th>Unit Price</th>
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<tr>
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<td>$675.00</td>
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<td>ROAD MAINTENANCE</td>
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<td>$10.00</td>
</tr>
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</table>

SubTotal: $685.00  
Taxes:  
State: $0.00  
TOTAL: $685.00

---

**Thank you for your business!**
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED  □ DENIED

Agenda Item #: C

Initial: __________________________ Date: __________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: ___________ TIME: __________________________

□ OTHER: __________________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Local Board of Health

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

SIGNATURE:  

DATE: 7/10/2018

NARRATIVE OF REQUEST:

Open public hearing
Swear in those wishing to testify/provide comment
Close public hearing

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

Approve Local Board Of Health Ordinance No. 9 which pertains to Public Nuisances which shall take effect the 8th day of August, 2018 and Local Board of Health Ordinance No. 4 will be repealed the same day
PACIFIC COUNTY LOCAL BOARD OF HEALTH
ORDINANCE NO. 9

AN ORDINANCE WHICH PERTAINS TO PUBLIC NUISANCES

WHEREAS, the Washington State Legislature enacted a law effective in 1995 that gives the Pacific County Local Board of Health jurisdiction in the entire county, including the incorporated cities of Ilwaco, Long Beach, Raymond, and South Bend;

WHEREAS, Pacific County general ordinances cannot be enforced in an incorporated city absent an agreement with the legislative authority of the city but Local Board of Health ordinances may;

WHEREAS, the Pacific County Local Board of Health has a legislative mandate to enforce public health rules in both incorporated and unincorporated areas of the county;

WHEREAS, the Pacific County Local Board of Health must enact special legislation pertaining to public nuisances to allow county public health rules to be enforced in both incorporated and unincorporated areas of the county; now therefore:

In accordance with Chapter 70.05 RCW, IT IS HEREBY ORDAINED BY THE PACIFIC COUNTY LOCAL BOARD OF HEALTH THAT PACIFIC COUNTY LOCAL BOARD OF HEALTH ORDINANCE NUMBER 9 IS ADOPTED AS FOLLOWS:

SECTION 1 – DEFINITIONS

1.1 Disorderly Conduct – means:
   a. to intentionally create the risk of assault by using abusive language;
   b. to intentionally disrupt without lawful authority any lawful assembly or meeting of persons; or
   c. to engage in fighting on public property.

1.2 Firework – means any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, or which meets the definition of articles pyrotechnic (RCW 70.77.138) or consumer fireworks (RCW 70.77.136) or display fireworks (RCW 70.77.131).

1.3 Person – means an individual (including an owner or an occupier), a partnership (including partners and managers, whether together or individually), a corporation (including board members, officers, and managers, whether together or individually), or any other entity of any kind. “Person” also includes an applicant, a permit holder, an authorized agent of any entity, or any third party acting on behalf of any entity.
1.4 **Pollution** – means such contamination, or other alteration of the physical, chemical or biological properties of any waters of Washington State, including change in temperature, taste, color, turbidity, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into any waters of the state which will create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare, or to the domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life.

1.5 **Prosecuting Authority** – means the Pacific County Prosecuting Attorney, his or her deputies and assistants, or such other persons as statutes may designate.

1.6 **Public Nuisance** – means any of the following, except in those cases where the activity or property is under the express authority of a statute:

a. To cause, permit or allow the carcass of any animal or any offal, filthy, or noisome substance to be collected, deposited, or to remain in any place to the prejudice of others or to the prejudice of the general public.

b. To pollute any watercourse, lake, stream, marsh, well, spring, or groundwater.

c. To obstruct, impede, or encroach, without legal authority, any river, harbor, lake, drainage district easement or other collection of water, or any public highway, private way, street, alley, commons, landing place, ways to burying places, or public rights of way; or to unlawfully obstruct or impede the flow of municipal transit vehicles as defined in RCW 46.04.355 or passenger traffic, access to municipal transit vehicles or stations as defined in RCW 9.91.025(2)(a), or otherwise interfere with the provision or use of public transportation services, or obstruct or impede a municipal transit driver, operator, or supervisor in the performance of that individual's duties.

d. To establish and maintain, without authority of law, any inherently dangerous business, or activity that emits odors or smells that is dangerous to the health of individuals or the public or that prevents an individual from the quiet enjoyment of their property.

e. To cause, permit, or allow to remain on one's property a condition, such as an open well, that is inherently dangerous to the general public and that would be classified as an attractive nuisance.

f. To cause, permit, or allow the presence in the open, as opposed to an enclosed building, of any abandoned or discarded objects or equipment, such as automobiles, furniture, stoves, refrigerators, washers, dryers, freezers, or hot water tanks.

g. To keep, permit, or allow on premises any putrescent material that is attractive to vermin or other harmful animal, unless the same is in containers that deny access to the animals and contain any obnoxious odors therefrom.

h. To cause, permit, or allow the continuation of a failed septic system. This shall include the failure to prevent occupancy or use of a structure served by a failed septic system.

i. To cause, permit, or allow any fence that has the purpose of containing livestock or horses to fall into disrepair if the field that it contains is used or intended to be used for the housing of horses or other livestock.

j. To cause, permit, or allow the accumulation of, or growth of, vegetation or materials that constitute an unreasonable fire hazard to any buildings or real property or that unreasonably blocks the view required for safe travel on a public road.
k. To cause, permit, or allow the disposal of garbage except in an approved container or solid waste site.

l. To cause, permit, or allow to remain on premises any building that has been damaged by fire or elements, or that has deteriorated to a point that is not economically feasible to repair the same, and that building constitutes a potential hazard to the public.

m. To cause, permit, or allow loud noise to emanate from the premises by mechanical, electrical, human, or animal means of transmission, in such a manner and at such times as to cause another to lose the quiet and peaceful enjoyment of their property. Violations of WAC 173-60 are examples of noise that causes others to lose the peaceful enjoyment of their property and is incorporated by reference.

n. To cause, permit, or allow the sale or use on one’s property of any alcohol or controlled substance in contravention of the law.

o. To cause, permit, or allow a blighted property. A blighted property is any property, dwelling, building, or structure that meets any two of the following factors: (1) If a dwelling, building, or structure exists on the property, the dwelling, building, or structure has not been lawfully occupied for a period of one year or more; (2) the property, dwelling, building, or structure constitutes a threat to the public health, safety, or welfare as determined by the executive authority of the county, city, or town, or the designee of the executive authority; or (3) the property, dwelling, building, or structure is or has been associated with illegal drug activity during the previous twelve months.

p. For an owner or custodian of any non-human animal to allow it to be at large on the property of another without permission or on public property except for those controlled by a competent person and on a leash or bridle not more than 10 feet long. This shall not pertain to any person legally hunting with a dog on public property or exhibiting at the fair.

q. To cause, permit, or allow on one’s property the violation of a County Burn Ban as enacted by Ordinance 126B or any amendments thereto.

r. To cause, permit, or allow on one’s property any assembly of people in violation of Board of County Commissioners’ Ordinance Number 35B or any amendments thereto.

s. To discharge a firework, or to permit or allow the discharge of a firework on property under one’s ownership or control, when the firework is illegal to possess at that place.

t. To drive any vehicle on any public highway or county right-of-way unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking or otherwise escaping from it. It shall not be a violation of this to drop sand for traction, melting agents on ice, water for the cleaning and maintenance of roadways, or materials to be used for paving or surfacing the roadway. Any person operating a vehicle from which any glass or objects have fallen, escaped, or discarded onto the public highway or county right-of-way, constituting an obstruction or hazard shall immediately clean such material from that place. Failure to do so constitutes a public nuisance.

u. To place any sign on a public highway or right-of-way.

v. To cause, permit, or allow the use of one’s structure or real property for the purpose of unlawfully manufacturing, delivering, storing, or giving away any controlled substance under Chapter 69.50 RCW or legend drug under chapter 69.41 RCW except as otherwise permitted by law.

w. To engage in disorderly conduct.
1.7 Regulation — means a statute, administrative rule or adjudicatory decision.

1.8 Statute — means any Washington State law or regulation or any county ordinance or resolution.

SECTION 2 – PUBLIC NUISANCE PROHIBITION

It is unlawful for a person directly or indirectly to cause, permit, or allow a public nuisance to exist. No lapse of time can legalize a public nuisance.

SECTION 3 – VIOLATIONS

3.1 It shall be the individual and joint responsibility of property owners, tenants, and occupiers to maintain their property in a nuisance free manner and also to be responsible for the abatement and correction of any public nuisance that has been determined to exist on their property. A person who violates any provision of this ordinance or who fails to comply with any of its requirements shall be subject to the procedures and sanctions as set forth in Pacific County Local Board of Health Ordinance No. 1 or any amendments thereto.

3.2 In addition to the civil penalty provisions provided in Pacific County Local Board of Health Ordinance No. 1 or any amendments thereto, any person who violates any of the provisions of this Ordinance is guilty of a misdemeanor, and each day or portion thereof during which a violation is committed, continued, or not permitted shall constitute a separate offense. The penalty for each violation is a fine of not more than $1,000 or imprisonment for not more than 90 days, or both. The principles of liability contained in Chapter 9A.08 RCW including, but not limited to, liability for conduct of another shall apply to the enforcement of this Ordinance as shall all judicial interpretations thereof.

3.3 When a court determines that a person has committed a civil infraction under this Ordinance and Pacific County Local Board of Health Ordinance No. 1 or any amendments thereto, the Pacific County Local Board of Health may collect penalties, assessments, costs, and/or fines by any procedure established for the collection of debts that are owed to the County Local Board of Health.

3.4 Any disposition of a violation pursuant to this Ordinance and Ordinance No. 1 or any amendments thereto shall not absolve a person from correcting or abating a violation. When it appears to the public official or Prosecuting Authority that the remedies provided by this Ordinance are not sufficient to abate the nuisance, the Prosecuting Authority may also pursue temporary and permanent injunctive relief, a warrant of abatement, and an order for costs and fees in Superior Court under Chapter 7.48 RCW. The provisions of this Chapter are in addition to and not in lieu of any other penalty, sanction, or right of action provided by law. If the Pacific County Local Board of Health prevails in a separate civil action, the Court may award the County Local Board of Health reasonable costs including, but not limited to, the costs of the responsible officials’ time, witness fees, attorney fees, court costs, and the costs to the County Local Board of Health of abatement or of enforcement of an injunction, or both.
3.5 Pursuant to RCW 36.32.120(10), all costs incurred by Pacific County for the abatement of any nuisance defined by any statute or ordinance shall be a special assessment upon land or premises on which the nuisance is situated and this assessment shall constitute a lien against the property which shall be of equal rank with state, county, and municipal taxes.

3.6 Any or all of the remedies articulated in Subsections 3.1, 3.2, and 3.4 may be used by the Pacific County Local Board of Health to enforce this Ordinance. Nothing contained in this Ordinance shall prevent the County Local Board of Health, by and through the prosecuting authority, from taking such other lawful action as is necessary to prevent or remedy any violations.

SECTION 4 – SEVERABILITY

If any provision, or any portion thereof, contained in this Ordinance is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

SECTION 5 – EFFECTIVE DATE AND REPEAL OF PRIOR ORDINANCE

This Ordinance shall take effect the 8th day of August, 2018 and Local Board of Health Ordinance No. 4 is hereby repealed.

PASSED BY THE PACIFIC COUNTY LOCAL BOARD OF HEALTH meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage on the ___ day of ____________, 2018.

___ AYE; ___ NAY; ___ ABSTAIN; ___ ABSENT

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

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

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

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

AGENDA

Call to Order

Public Comment (limited to three minutes per person)

YEARS OF SERVICE
10 Years: Laurie Hobi (CLERK)

CONSENT AGENDA (Items 1-5)

Juvenile Court Services
1) Approve Amendment No. 1 to Agreement with Cowlitz County regarding use of Juvenile Detention Facility

Prosecutor’s Office
2) Confirm hire of Joseph Faurholt, Deputy Prosecutor, Grade 15 Step 4, effective July 16, 2018

General Business
3) Confirm Letter of Support pertaining to the Nemah Tidelands Access Project
4) Approve regular meeting minutes of July 10, 2018
5) Approve Vendor Claims; Warrants Numbered 142711 thru 142826 in the amount of $298,681.41

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
6) Consider approval of request to reject bids received regarding the Upper Naselle Road Resurfacing Project
7) Consider acceptance of Contract with Transportation Systems, Inc. regarding the Signing Upgrade Project and release bid bond
8) Consider approval of Facility Use Agreement from Matt Taron for use of Morehead Park; authorize Chair to sign
9) Consider approval of request to extend Family Medical Leave

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

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

Pacific County is an Equal Opportunity Employer and Provider
ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT No. 1  
(Board of Supervisors)  
10) Consider approval of Perpetual Non-Exclusive Stormwater System Easement from Robert & Cynthia Eck

ITEMS REGARDING JUVENILE COURT SERVICES  
11) Consider approval of Interagency Agreement IAA19068 with WA State Administrative Office of the Courts for BECCA Programs and Services; authorize Juvenile Court Administrator to sign

ITEMS REGARDING NORTH DISTRICT COURT  
12) Consider approval of request to purchase laptop computer and printer and consider approval of Purchase Reimbursement Agreement #PRA19001 with WA State Administrative Office of the Courts

ITEMS REGARDING SOUTH DISTRICT COURT  
13) Consider approval of request to purchase laptop computer and printer and consider approval of Purchase Reimbursement Agreement #PRA19002 with WA State Administrative Office of the Courts

ITEMS REGARDING SUPERIOR COURT  
14) Consider approval of request to purchase laptop computer and printer and confirm Administrator’s signature on Purchase Reimbursement Agreement #PRA19003 with WA State Administrative Office of the Courts  
15) Accept resignation of Tamra McConahy. Court Administrator, effective July 31, 2018 and approve the appointment of Josh Sedy to the vacant position

ITEMS REGARDING VEGETATION MANAGEMENT  
16) Consider approval of request of wage adjustment for Seth Flemetis

ITEMS REGARDING GENERAL BUSINESS  
17) Consider approval of Intergovernmental Agreement with Port of Willapa Harbor regarding the environmental review process for the New Willapa Hardwoods Mill Project  
18) Consider approval of Contract with the City of Raymond regarding Commercial Kitchen Project  
19) Consider approval of request to purchase four FTR Gold 6.1 Recording Licenses; authorize Chair to sign Order Form Acceptance and Confirmation

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

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

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.
# Years of Service Report

**July 2018**

<table>
<thead>
<tr>
<th>Total Years of Service</th>
<th>10</th>
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<tbody>
<tr>
<td><strong>Employee Name</strong></td>
<td><strong>Date of Hire</strong></td>
</tr>
<tr>
<td>Laurie Hobl</td>
<td>7/15/2008</td>
</tr>
</tbody>
</table>

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Friday, July 6, 2018

- 7/14/18 - OK per Alex
- 7/10/18 C: Lisa - KB
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
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<td>□ DENIED</td>
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Initial: __________________________ Date: __________________________

☑ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☑ NO ACTION TAKEN/WITHDRAWN

☑ DEFERRED TO: __________________________

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☑ 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.

☑ OCD

☑ Juvenile

☑ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Juvenile Department

DIVISION (if applicable): Superior Court

OFFICIAL NAME & TITLE: Scott Jacot

PHONE / EXT: 2253

SIGNATURE: __________________________

DATE: 7/9/18

NARRATIVE OF REQUEST

To approve an amendment to our detention contract with the Cowlitz County Juvenile Detention facility. The amendment would increase the cost of detaining juveniles from $110 per day up to $137 per day.

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

Approve Amendment No. 1 to Agreement with Cowlitz County regarding use of Juvenile Detention Facility
## Name of Contractor:
Cowiltz County Juvenile Detention Center

## Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Amendment No. 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)
  - Limited PW Process (<$40,000)
  - PW Project (>=$300,000)
- **Equipment, Materials, & Supplies (RCW 36.32):**
  - <$5,000 (attach 3 bids)
  - $5,000-$25,000 (use small works roster)
  - >$25,000 (competitive bids)
- Services / Leases:
  - Architectural & Engineering
  - Lease (Personal Property i.e. copier, printer)
  - Telecomm & Data Processing
  - Personal Services
  - Lease (Real)
  - Other (Describe):

### To be located at:

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

*Resolution Required

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

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

### BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
Almost 20 years ago our contract established the cost of $110 per day for detaining juvenile’s at this facility. The JCA in Cowiltz indicated a year ago that an increase was coming. The average cost per day across the state is $130 to $150 per day. Cowlitz, per this amendment, is increasing their cost to $137 per day.

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

### TOTAL TAX:

### TOTAL SHIPPING/HANDLING:

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

### SUPPLEMENTAL REQUIRED? Yes □ No □

### IN-KIND MATCH REQUIRED? Yes □ No □

### MATCHING FUNDS REQUIRED? Yes □ No □

### AMOUNT OF MATCHING FUNDS:

---

Revised 8/2015
Exhibit A to Resolution No. 2010-013
AMENDMENT NO. 1 TO
AGREEMENT FOR DETENTION OF PACIFIC COUNTY JUVENILES IN
COWLITZ COUNTY JUVENILE DETENTION FACILITY

1. The Amendment NO. 1 to Agreement is between Cowlitz County, Washington, ("COWLITZ"), and Pacific County, Washington ("PACIFIC") shall take effect and be forced on the date last signed below.

2. COWLITZ and PACIFIC have entered into an Agreement for juvenile services to wit: AGREEMENT FOR DETENTION OF PACIFIC COUNTY JUVENILES IN THE COWLITZ COUNTY JUVENILE DETENTION FACILITY, effective January 11th, 1999 (the “Original Agreement”).

3. PACIFIC is now in need of continuing or modifying the Original Agreement with COWLITZ under the Original Agreement, as set forth herein, and COWLITZ is amenable to the amendment in providing services to PACIFIC, under the same terms and conditions of the Original Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Original Agreement is amended as follows:
   a. Section H “COSTS PER BED” is amended to read as follows:

      From the effective date of the Amendment 1 through June 30th 2019, PACIFIC COUNTY will pay $137.00 per bed day, or any part thereof, for juveniles detained by COWLITZ COUNTY.

      For the purposes of this agreement, a calendar day is from 0001 hours to 2400 hours.

      PACIFIC COUNTY shall only be charged for beds actually used to incarcerate its juveniles.

      The cost identified in this clause shall be subject to amendment not less than sixty (60) days after written notice to PACIFIC COUNTY.

2. The Amendment No. 1 is effective August 1st, 2018.

3. Except as provided above in the Amendment No. 1 all terms, conditions, duties, obligations and provisions of the Original Agreement and any prior Amendment(s) shall remain in full force and effect.

The parties hereto have executed the Amendment No. 1 and each signatory to this Amendment No. 1 warrants that he/she is duly authorized and executes the Amendment for and on behalf of the below-inscribed parties hereto.
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: Joseph Fairholt

Phone Number: (360) 875-9361

Physical Address: 300 Memorial Drive, South Bend WA 98586

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: Prosecutor’s Office

Position Title: Deputy Prosecutor

Phone/Ext.: 2251 Start Date: July 16, 2018

Union: Yes □ which? __________ No □ Grade: __________ Step: __________

Monthly ☒ Hourly □ Pay Rate: $491.2 Exempt from Overtime: Yes ☒ No □

Position is:

Regular (1.00 FTE) □ Regular Part-Time □ __________ FTE Casual □ Temporary □ approx. end date: __________

Charge to BARS #: 001 __________ 700 __________ 515 __________ 31 __________ 10 __________ (100 %)

_______ __________ __________ __________ __________.

_______ __________ __________ __________ __________. (_______ %)

_______ __________ __________ __________ __________. (_______ %)

_______ __________ __________ __________ __________. (_______ %)

Signature of hiring official Date 7/16/16

Board of County Commissioners approved on __________ __________ __________ __________ __________ __________ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code __________ Pension Code __________ FICA Code __________ Retirement Code __________

L&I Code __________ SUTA Code __________ Yearly Hours __________
AGENDA REQUEST FORM

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

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Agenda Item #: 3

Initial: __________ Date: __________

☐ SUBJECT TO ADEQUATE BUDGE APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: __________

☐ CONTINUED TO DATE: __________ TIME: __________

☐ OTHER: __________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

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

SIGNATURE: ☒

DATE: 7/9/2018

NARRATIVE OF REQUEST

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

Confirm Letter of Support for the WA State Department of Fish and Wildlife’s Water Access Grant pertaining to the acquisition of approximately 103 acres along Willapa Bay in Pacific County for the Nemah Tidelands Access project.
July 10, 2018

Zachary Forster, Coastal Shellfish Biologist
WA State Department of Fish and Wildlife
Willapa Bay Field Station
P O Box 190
Ocean Park, WA 98640

Dear Zachary,

The Board of Pacific County Commissioners’ would like to express their support for the WA State Department of Fish and Wildlife’s Water Access Grant. This grant would allow the acquisition of approximately 103 acres along Willapa Bay in Pacific County for the Nemah Tidelands Access project. This project would offer access to the unique shoreline of Willapa Bay and provide a variety of outdoor recreational activities for our citizens and tourists.

The Commissioners would like to thank you for your efforts and look forward to seeing this project accomplished.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner
MINUTES

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

CALLED TO ORDER – 9:05 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Amanda Bennett, Deputy Clerk of the Board
Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Jerry Doyle

PUBLIC COMMENT - None

Chair Olsen noted for the record that due to the absence of Commissioner Ayers she would be seconding the motions out of necessity.

CONSENT AGENDA (Items 1-4)

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0 Subject to adequate budget appropriations and in accordance with all applicable county policies

Prosecutor’s Office

Confirm the appointment of Don Richter, Chief Deputy Prosecutor, Grade 19 Step 7, effective July 1, 2018

General Business

Approve regular meeting minutes of June 26, 2018

Approve Vendor Claims; Warrants Numbered 142539 thru 142655 in the amount of $428,364.88
Approve June, 2018 payroll; total employees: 186; total payroll: $779,968.37

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve the purchase of a welder for the shop supervisor ER&R truck from Airgas in an amount not to exceed $6,630.16, subject to adequate budget appropriations (Other bids were received from Pacific Welding Supplies, LLC of Chehalis, WA in the amount of $7,648.91 and Coastal Containment Welding Supplies, Inc. of Aberdeen, WA in the amount of $6,982.05)

Award the Dixon Road Cross Culvert Replacements Project to Lodestone Quarry of Bay Center, WA in the amount of $44,483.15 with tax, subject to adequate budget appropriations (Other bids were received from Rognlin’s, Inc. of Aberdeen, WA in the amount of $86,480, Ashley Construction, Inc. of South Bend, WA in the amount of $97,290, Gill Construction of Chehalis, WA in the amount of $97,290, Brumfield Construction, Inc. of Westport, WA in the amount of $118,910 and Quigg Bros, Inc. of Aberdeen, WA in the amount of $162,120)

Consider award of the Upper Naselle Road Resurfacing Project- DEFERRED

ITEMS REGARDING COUNTY FAIR

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

Approve advertising for 2018 County Fair temporary summer help included in the adopted FY2018 budget, in accordance with Section 2.22 Hiring Process of the Hiring Policy, subject to adequate budget appropriations

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve the Small Job Unit Price Agreement with Columbia Land Trust pertaining to the Baker Bay-Walcaut River Confluence Restoration Maintenance project, authorize Spartina Coordinator to sign

EXECUTIVE SESSION – None held

ITEMS REGARDING GENERAL BUSINESS

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

Approve Vendor Claims, Warrants Numbered 142656 thru 142710 in the amount of $135,727.99, subject to adequate budget appropriations
Approve the 2018 Bush Pioneer Park Maintenance and Operation Contract with The Chinook Indian Nation, effective June 1, 2018 through November 30, 2018, pending acceptance of the contract, subject to adequate budget appropriations

PUBLIC HEARING – 10:02AM
ATTEND: Chair Olsen, Commissioner Wolfe, Kathy Spoor-County Administrative Officer, Marie Guernsey-Clerk of the Board

Chair Olsen opened the public hearing to consider granting Non-Exclusive Franchise No. 2018-1 to Falcon Community Ventures I, a limited partnership d/b/a Charter Communications.

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

Adopt Resolution 2018-029 granting Non-Exclusive Franchise No. 2018-1 to Falcon Community Ventures I, a limited partnership d/b/a Charter Communications to construct, maintain and operate a cable television system in, over, along, and under Pacific County roads and county property for a period of 10 years

PUBLIC HEARING – 10:04AM
ATTEND: Chair Olsen, Commissioner Wolfe, Kathy Spoor-County Administrative Officer, Marie Guernsey-Clerk of the Board

Chair Olsen opened the public hearing to consider in the matter of amending the 2017 Pacific County Project List referred to as the WA-CERT List

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

Adopt Resolution 2018-030 in the matter of amending the 2017 Pacific County Project List referred to as the WA-CERT List and rescind Resolution 2017-053

MEETING CLOSED – 10:05AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
OTHER BUSINESS FOR FILING


Copy of Certificate of Liability Insurance for Wahkiakum West, Inc.

Copy of letter dated June 26, 2018 from The Secretary of the Interior Washington to Governor Jay Inslee regarding issued payments under the Payments in Lieu of Taxes (PILT) program.

Notice dated June 27, 2018, from the WA State Liquor and Cannabis Board regarding discontinued liquor license for Georgetown Station.


Copy of letter dated June 29, 2018 from Debra Blagg regarding zoning ordinance dispute in Surfside Homeowners Association.

Copy of email dated July 1, 2018, from Pat Tollefson regarding reducing time allowed for fireworks to be discharged.

Copy of email dated July 1, 2018, from Bonie Lou Cozby regarding reducing time allowed for fireworks to be discharged.

Copy of letter dated July 2, 2018, regarding resignation of Elaine Fosse effective August 9, 2018.

Copy of letter dated July 2, 2018, regarding resignation of Rikki Runyon effective July 6, 2018.

Copy of letter dated July 2, 2018, denying Claim for Damages #2017-09-004.
Copy of email dated July 3, 2018, from Jason Harte regarding alleged U Street violations.

Claim for Damages #2014-10-011, #2017-09-004, #2018-02-004 and #2018-03-005 filed this date.

Memorandum dated June 29, 2018 from Juvenile Court Services regarding 2nd Quarter Juvenile Detention Report- 2018

Copy of email dated July 4, 2018, from Mindee Waranka thanking Department of Public Work temporary help employee for their work cutting brush in East Raymond and Willapa.

Copy of email dated July 6, 2018, from Kristine Nevitt regarding comment on the Bay Center Overall Economic Development Plan workshop.

Notice dated July 6, 2018, from the WA State Liquor and Cannabis Board regarding licensed marijuana establishments in unincorporated Pacific County for Superior Harvest, LLC and Vancouver Weed Company, LLC.

Notice dated July 6, 2018, from the WA State Liquor and Cannabis Board regarding licensed liquor establishments in unincorporated Pacific County for By the Dock of the Bay, Inc., Clatsop Distributing Company, Columbia River Roadhouse, LLC, Peninsula Cover, LLC, Bredfield’s, Inc. and North Jetty Brewing, LLC.
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 42.24.080 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, July 24, 2018, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

142711 thru 142826 $ 298,681.41

Warrants Dated: July 13, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman

[Signature]
Commissioner

[Signature]
Commissioner

RECEIVED
PACIFIC COUNTY

JUL 17 2018

GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
Approve rejection of bids submitted by Naselle Rock & Asphalt and Bayview Transit Mix pertaining to the Upper Naselle Road Resurfacing Project due to not meeting the Conditions of Award goal, authorize return of bid bonds and approve readvertising for the project as directed by WA State Department of Transportation Local Programs, 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 #:

Initial: ___________________ Date: ___________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ___________________

□ CONTINUED TO DATE: ___________________ TIME: ___________________

□ OTHER: ___________________

DISTRIBUTION LIST:

□ RF  □ Assessor
□ CF  □ Auditor
□ SFA  □ Clerk
□ CivilService  □ Health
□ DCD  □ Juvenile

□ DPW  □ PCEMA  □ PACCOM  □ Superior Court
□ PC Fair  □ Prosecutor
□ SDC
□ Sheriff
□ Treasurer
□ Veg Mgmt
□ WSU Ext.
□ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (If applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: ___________________

DATE: ___________________

NARRATIVE OF REQUEST

Transportation Systems, Inc. submitted the executed contract for the Signing Upgrade Project along with Performance Bond No. 30036366 and a Certificate of Liability Insurance. Please accept the contract documents and release their 5% bid bond presented at the bid opening on June 25th.

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

Accept Contract and Performance & Payment Bonds with Transportation Systems, Inc. pertaining to the Signing Upgrade Project and release of their bid bond.
Name of Contractor: Transportation Systems, Inc.

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended): Pacific County Signing Upgrade Project 2018

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<tr>
<th>Indicate type:</th>
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<td>Federal</td>
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<td>Private Organization/Individual</td>
<td>Public Organization/Jurisdiction</td>
<td>Sub-Recipient</td>
<td>Other</td>
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Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

- Small PW Process (<$300,000) ☐ PW Project (>=$300,000)
- Equipment, Materials, & Supplies (RCW 35.32): ☐ <$5,000 (match 1:1) ☐ $5,000-$25,000 (see small works order) ☐ >$25,000 (competitive bid)
- Services / Leases: ☐ Architectural & Engineering ☐ Personal Services
- ☐ Lease (Personal Property i.e. copier, printer) ☐ Lease [Real]
- ☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ________________________________

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (Include sales & use tax): $156,311

TOTAL TAX: included in bid prices

TOTAL SHIPPING/HANDLING: included in bid prices

EXPENDITURE BUDGETED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS: 100% federal participation

Revised 2/2015
Exhibit A to Resolution No. 2010-013
THIS AGREEMENT, made and entered into this 26th day of June, 2018, between Pacific County, hereinafter called the COUNTY, and Transportation Systems, hereinafter called the CONTRACTOR.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - Work

1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

PACIFIC COUNTY SIGNING UPGRADE PROJECT 2018

1.2 The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by the COUNTY.

Article 2 - Contract Time

2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

2.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 of this agreement, plus any extensions thereof allowed in accordance with Section 1-08.5 of the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not substantially and physically completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY the amounts specified in Section 1-08.9 of the Standard Specifications, as may be supplemented by the Special Provisions, for each working day that expires after the times specified in Paragraph 2.1 of this Agreement.
Article 3-Contract Price
3.1 COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an estimated Contract Price as provided in CONTRACTOR’s Bid Form attached as Exhibit A.

Article 4-Payment Procedures
4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications. Applications for Payment will be processed by COUNTY as provided in the Standard Specifications.

4.2 COUNTY will make monthly progress payments on the basis of CONTRACTOR’s Applications for Payment each month during construction as provided below. All progress payments will be on the basis of the measured or estimated number of units of Unit Price work completed.

In accordance with RCW 60.28.011 no final payment will be made until such time as all claims have been satisfied.

4.3 Upon final completion and acceptance of the Work in accordance with the Contract Documents, COUNTY shall pay the remainder of the Contract Price, provided that there are no related liens registered against the project at that time, and provided that the industrial insurance premiums with the Department of Labor and Industries are current.

Article 5-Contractor’s Representations
CONTRACTOR makes the following representations:

5.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality, availability of labor, union or non-union practices, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Special Provisions of the Contract Documents, and accepts the determination set forth in the Special Provisions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of the Work at the Contract price, within the

Pacific County Signing Upgrade Project 2018
Part 2 - Contract
Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

5.4 CONTRACTOR has reviewed and checked all information and data shown or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. CONTRACTOR shall perform, at CONTRACTOR’S sole expense, all such additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said underground facilities which are or will be required to perform and furnish the Work at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

5.7 CONTRACTOR is experienced and qualified to perform the services described herein, and is properly staffed and organized and financed to perform such services. CONTRACTOR shall act as an independent contractor and not as an employee or agent of COUNTY in performing its services, maintaining control over its employees and managing all subcontracts and suppliers.

Article 6-Contract Documents
The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

6.1 Notice to Contractors.
6.2 CONTRACTOR’S Bid Form, including Appendix A, attached as Exhibit A.
6.3 Addenda Numbers ___ to ___ inclusive, attached as Exhibit B.
6.4 Notice of Award, attached as Exhibit C.
6.5 This Contract.
6.6 Project Manual, including Instructions to Bidders, Amendments to the Standard specifications, Special Provisions, and Drawings, attached as Exhibit D.
6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
6.8 2018 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
6.9 Certificates of Insurance, attached as Exhibit F.
6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

Pacific County Signing Upgrade Project 2018
Part 2 - Contract Page C-3
All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

Article 7 - Indemnification

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

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

7.3 Survival of Contractor’s Indemnity Obligations - The CONTRACTOR agrees all CONTRACTOR’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

Article 8 – Public Records Act
This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to the request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to 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.

Article 9 – Ownership
Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR’S subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not “work made for hire” within the terms of the Agreement.
Article 10 – Insurance
Without limiting the CONTRACTOR’s indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the terms of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

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

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

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

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

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

**Article 11 – Attorney’s Fees/Cost of Suit and Venue**
If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

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

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

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

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

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

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

**Article 12 - Assignment**

12.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

**Article 13 - Binding Effect**

13.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**Article 14 – Severability**

14.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.
Article 15 - Venue
15.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

Article 16 - Entire And Complete Agreement
16.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the language set forth in this Agreement, any of the exhibits hereto, Standard Specifications, or Special Provisions, the language in this Agreement shall prevail, and this Agreement shall be interpreted as if that conflicting language was not a part of the agreement between the parties.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and first below written, and the County Legislative Authority has caused this instrument to be executed by and in the name of said PACIFIC COUNTY the day and year first above written.

Executed by the Contractor on this 10th day of July, 2018.

Contractor

Transportation Systems, Inc

By

Bryson D Huie

Title President

Board of County Commissioners

Pacific County, Washington

Chairperson


Commissioner


Commissioner


City, State, Zip Code

Approved As To Form:

Attest:

Clerk of the Board

Pacific County Signing Upgrade Project 2018
Part 2 - Contract Page C-8
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  □ CONTINUED TO DATE:  □ OTHER:

Agenda Item#:  8  Initial:  Date:  Review:  □ Clerk of the Board  □ Risk Mgmt  □ Legal Required

DEFERRED TO:  TIME:

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:  General Administration  DIVISION (if applicable):  Parks
OFFICIAL NAME & TITLE:  Amanda Bennett, Confidential Secretary  PHONE / EXT:  875-9334 x3334

SIGNATURE:  Amanda Bennett  DATE:  7/16/2018

NARRATIVE OF REQUEST

We received a Facility Use Application from Matt Taron for use of Morehead Park, August 24-26, 2018, for a family reunion. Payment has already been received for the event.

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

Approve the Facility Use Application from Matt Taron for use of Morehead Park on August 24-26, 2018, for a family reunion, subject to insurance being received before the event and authorize Chair to sign
ATTACHMENT B

Facility Use Application (FUA)

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

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

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

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

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

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

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

PLEASE TYPE OR PRINT CLEARLY IN INK

1. Name of event: Fleming Family Reunion

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

3. Description of event: Family gathering + 50 people

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

5. Date(s) of event: 8/24-26/2018 Hour(s) of operation: 24

6. Has the event been held previously? ☑ Yes ☐ No Date(s): 15 years + annually
   If yes, location held: Camp Morehead

7. Estimated attendance: 40-50

8. Name of Event Representative: Matt Taran

9. Home Phone: 360 359 8922 Cell Phone: 360 359 8922

10. Event Representative email address: Matt_taran@yahoo.com

11. Event Representative address: 1631 Queen Ave NE Olympia WA 98506

12. Emergency contact name and phone number: Lauren Timko 360 259 0374
The County may adjust the amount of coverage required based on the details of the proposed event. If alcohol is being served additional insurance will be required (See Attachment C-Alcohol Use Policy).

Special Event Insurance may be available through the Applicant’s insurance broker or can be found on-line.

**Section 6: PACIFIC COUNTY CONTACT INFORMATION:**

Board of County Commissioners – 360/875-9337  
Department of Community Development – 360/875-9356  
Department of Public Works – 360/875-9368  
Sheriff’s Office – 360/875-9395  
Fair Office – 360/942-3713
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will there be alcohol served at the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board</td>
</tr>
<tr>
<td>Will County staffing be requested at the event? May be required by the County.</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a list of those services and outline specific duties.</td>
</tr>
<tr>
<td>Is your event is open to the public?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will food and beverage be served at your event and last beyond 8 pm</td>
<td></td>
<td></td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will there be music, sound amplification or any other noise impacts?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, the County has a noise ordinance in effect (see County Code for details)</td>
</tr>
<tr>
<td>Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will off-site parking be needed?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach parking plan.</td>
</tr>
<tr>
<td>Will there be shuttle buses provided for attendees?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a map of their route.</td>
</tr>
<tr>
<td>Will there be tickets sold to attend the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, please note the cost of the event.</td>
</tr>
<tr>
<td>Do you have an informational flyer advertising the event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, please attach a copy.</td>
</tr>
<tr>
<td>Will there be food served?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, contact Community Development 360/875-9356 to determine if a food permit is required</td>
</tr>
<tr>
<td>Will additional bathroom facilities be used?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, provide specific information related to the # of sani-cans provided. Please include the location on a diagram of the event.</td>
</tr>
<tr>
<td>Do you have a plan for garbage and recycling?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.</td>
</tr>
<tr>
<td>Will a temporary structure be erected for this event?</td>
<td></td>
<td></td>
<td></td>
<td>If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.</td>
</tr>
<tr>
<td>Have you obtained a Certificate of Insurance specifically naming Pacific County?</td>
<td></td>
<td></td>
<td></td>
<td>A copy of the Certificate of Insurance must be attached or the application will not be considered.</td>
</tr>
</tbody>
</table>
WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION

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

SWORN STATEMENT OF COMPLIANCE

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

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

Signature of Applicant/Representative  Date
Olympia WA
City & State where signed

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

Name: __________________________ Contact #: __________________________

Name: __________________________ Contact #: __________________________

Name: __________________________ Contact #: __________________________

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

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

Initials Date

Comments:

__________________________________________

__________________________________________

Administrative/Risk Review: ___________ ___________ Approved: Yes ___ No ___

Initials Date

Comments:

__________________________________________

__________________________________________

Board of Pacific County Commissioners Approval:

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk of the Board Date

Conditions of Approval:

__________________________________________

__________________________________________

__________________________________________

__________________________________________

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

PACIFIC COUNTY

ALCOHOL POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on grounds owned, rented or leased by Pacific County, without the expressed written consent of Pacific County. For those functions where express approval has been granted, the following rules must be followed:

- The sale, furnishing and/or consumption of alcoholic beverages is not permitted without a valid permit issued by the Washington State Liquor and Cannabis Board and a copy of such permit shall be provided to the County at least two weeks prior to the event. The permit must be posted in a conspicuous location within the facility for the duration of the event.

NOTE: Alcoholic beverage SALES are not permitted under a BANQUET PERMIT and are only allowed under a Special Occasion License issued to a nonprofit organization.

- The PERMITTEE shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of $1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability Insurance coverage may be substituted when alcohol is being consumed, but not sold on premises with prior written approval of the County. Certificate of insurance coverage must be provided to the County at least two weeks prior to the event.

- All persons serving alcoholic beverages must be appropriately trained regarding Washington State Liquor and Cannabis Board rules and regulations regarding service of alcoholic beverages under a Banquet Permit or Special Occasion License, as may apply to the event.

- Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events. Private, invitation only events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the perimeter of the controlled area. All beverages must be served in cans, disposable cups, or plastic or metal bottles only. Absolutely no glass bottles will be allowed.

- Alcohol is NOT allowed in the Courthouse Rotunda or on the Courthouse grounds, including the Courthouse pond area.

- Alcoholic beverage sales, furnishing and consumption shall comply with all Washington laws, rules and regulations, and specifically those of the Washington State Liquor and Cannabis Board. In particular, no person under the age of 21 shall be allowed to purchase, consume, furnish or possess alcoholic beverages. Valid photo identification shall be required for all persons purchasing, consuming, furnishing, or possessing
alcoholic beverages. No person shall be over-served and persons exhibiting intoxication shall not be sold or furnished alcoholic beverages.

- For events, using a Banquet Permit the event shall not be advertised, shall be by invitation only, and shall not be open to the public.

- The PERMITTEE will also, at its expense, comply with all requirements of the Pacific County Facility Use-Security Requirements Policy.

- Any violation of these requirements will result in the immediate revocation of the Facility Use Agreement, closure of the PERMITTEE’s event, forfeiture of the PERMITTEE’s rent and deposit, and the PERMITTEE may not be allowed to serve alcohol at any future events.

The PERMITTEE is solely and wholly responsible to ensure that all rules and regulations are followed.

☐ Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals

PERMITTEE

________________________
Organization

________________________
 Printed Name

________________________  ____________________
Signature  Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________
Chairman

ATTEST:

________________________  ____________________
Clerk of the Board  Date

ATTACHMENT C
FACILITY USE APPLICATION PROCESS-REVISED
RESOLUTION 2017-007 ADOPTED 2/14/2017
ATTACHMENT D

PACIFIC COUNTY FACILITY USE
SAFETY REQUIREMENTS
APPLICATION

Safety personnel are required for gatherings where food and beverage is served and that last beyond 8p.m. OR where alcohol is sold, furnished or consumed regardless of the time of day. Safety personnel may be required at other events which are determined by the County to warrant security. Minimum safety personnel requirements are based on the number of attendees and whether the event is public or private.

The Safety Requirements Application must be received by the County 60 days prior to an event. The Pacific County Board of County Commissioners and Risk Manager, in consultation with the Pacific County Sheriff’s Office, will review all applications and reserve the right to adjust safety requirements as they deem necessary.

Information regarding the event:

1. The estimated number of persons attending the event: 400
2. This is a □ private event □ public event
3. Alcoholic beverages □ will □ will not be sold, furnished or consumed. The hours of alcohol service will be from ______ am/pm to ______ am/pm.
4. Live music/DJ/dancing □ will □ will not be at the event.

MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

<table>
<thead>
<tr>
<th>PRIVAT EVENTS</th>
<th>PUBLIC EVENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendees</td>
<td>No Alcohol, with Music/Dancing</td>
</tr>
<tr>
<td>0-100</td>
<td>0</td>
</tr>
<tr>
<td>101-200</td>
<td>1</td>
</tr>
<tr>
<td>201-300</td>
<td>2</td>
</tr>
<tr>
<td>301-400</td>
<td>2</td>
</tr>
<tr>
<td>401-500</td>
<td>2</td>
</tr>
</tbody>
</table>

1. Safety personnel shall only serve as safety personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Safety personnel will wear a vest, name tag or shirt clearly identifying them as such.
3. Safety personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, remove individuals, and refuse entry.
4. Private events shall be by invitation only and the public shall not be permitted.
Safety will be provided by:

- Law Enforcement Entity
  - Jurisdiction ________________ [NA]
  - Name of Officer(s) ____________________________

- Off-Duty Trained (CJTC or Equivalent) Law Enforcement Officer(s)
  - Jurisdiction ____________________________
  - Name of Officer(s) ____________________________

Note: Law Enforcement Personnel from an agency other than the Sheriff’s Office, and Off-duty officers may not act in a law enforcement capacity outside of their jurisdiction and will not be in uniform unless they have been commissioned by the Pacific County Sheriff.

- Licensed and Bonded Security Company
  A copy of the Company’s license must be on file with the County at least two (2) weeks prior to the event.

I hereby acknowledge that I have familiarized myself with Pacific County Facility Use Safety Requirements Application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County will result in immediate revocation of the Facility Use Agreement, closure of the Applicant’s event, forfeiture of the Applicant’s rent and deposit, and may prevent me from future use of County facilities.

Date: 7/3/2019

Signature: ____________________________

Printed Name: Matthew Tenan
AGENDA REQUEST FORM

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

AGENDA ITEM #:

BOCC ACTION:  □ APPROVED  □ DENIED

Initial:  ___________________  Date:  ______________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:  __________________________

□ CONTINUED TO DATE:  ___________________  TIME:  ______________

□ OTHER:

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:  DPW

DIVISION (if applicable):  ER&R

OFFICIAL NAME & TITLE:  Andree Harland

PHONE / EXT:  2274

SIGNATURE:  ________________________________

DATE:  7-18-18

NARRATIVE OF REQUEST

Request approval to extended DPW/ER&R employee's FMLA for one additional month (July 2018) and requested donated time that will expire July 31, 2018.

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

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

<table>
<thead>
<tr>
<th>Agenda Item #:</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

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

- **SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS**
  - [ ]

- **NO ACTION TAKEN/WITHDRAWN**
  - [ ]

- **CONTINUED TO DATE:**
  - [ ]

- **DEFERRED TO:**
  - [ ]

- **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:** 7-12-18

**NARRATIVE OF REQUEST**

Perpetual Non-Exclusive Stormwater System Easement from Robert & Cynthia Eck for property in the vicinity of 258th Lane on the Loomis.

For acceptance by the Board of Supervisors for Flood Control Zone District No. 1 and recording with the Pacific County Auditor.

**RECOMMENDED MOTION**

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

Approve the Perpetual Non-Exclusive Stormwater System Easement from Robert & Cynthia Eck for property in the vicinity of 258th Lane
PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT

The undersigned, ROBERT J. AND CYNTHIA M. ECK, do hereby convey and grant as a gift to the County of Pacific, State of Washington, hereinafter referred to as the “GRANTEE”, a perpetual non-exclusive stormwater system easement along the Loomis Drainage from top of bank to top of bank along the existing ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

A perpetual non-exclusive stormwater system easement located on Tax Lot 9303-4 in Section 33, Township 12 North, Range 11 West, W.M., Pacific County, Washington, known as Parcel No. 12113393034 as recorded under Auditor Fee No. 3162298 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

1. GRANTEE, its agents, independent contractors, and invitees shall use the easement for installation, maintenance and repair of a stormwater conveyance system therein.

2. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.

3. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.

4. GRANTOR reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall no construct or maintain any building, structure or improvement which would interfere with the rights herein described.
5. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the easement.

IN WITNESS WHEREOF the undersigned has executed this instrument this 3rd day of July, 20 18.

[Signatures]

ROBERT J. ECK
CYNTHIA M. ECK

STATE OF WASHINGTON )(
COUNTY OF PACIFIC )(

On this day personally appeared before me Robert J. Eck and Cynthia Eck, known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of July, 20 18.

[Seal]

CHRISTINA M. WOODBY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JULY 9, 2020

Notary Public in and for the State of Washington
Residing at Main Park
Commission Expires 7/9/2020
Approve the Interagency Agreement IAA19068 with WA State Administrative Office of the Courts for BECCA Programs and Services and authorize Juvenile Court Administrator to sign
Name of Contractor: WA State Administrative Office of the Courts

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Interagency Agreement IAA19068

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

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

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

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

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 (Exhibit B) ☐ $5,000-$25,000 (See small works matrix) ☐ >$25,000 (competitive bid)

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

To be located at:

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

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

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

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

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

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

TOTAL TAX:
EXPENDITURE FUND #: XXX.XXX.XX.XX
SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
INTERAGENCY AGREEMENT IAA19068
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC/WAHKIAKUM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Pacific/Wahkiakum County Juvenile Court (Contractor).

PURPOSE
The purpose of this Agreement is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

STATEMENT OF WORK
The Contractor will process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

a. CHINS petitions;
b. ARY petitions; and,
c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be submitted electronically. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/18 - 12/31/18</td>
<td>01/31/19</td>
</tr>
<tr>
<td>01/01/19 - 08/30/19</td>
<td>07/31/19</td>
</tr>
</tbody>
</table>

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE
The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of
performance under this Agreement is July 1, 2018 regardless of the date of execution and it shall end on June 30, 2019, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

a. Contractor shall be reimbursed a maximum of $34,164 for costs Incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.

b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.

c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.

d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. Contractor shall submit invoices to AOC monthly.

f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.

g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.

h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.

i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING
AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

a. Background Check/Criminal History
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.
In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, “Sexual Offenses.”

RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by ACC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the
TERMINATION

a. Termination for Convenience
   Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. Termination for Cause
   If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

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

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

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

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

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

SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction.
without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS
Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<table>
<thead>
<tr>
<th>AOC Program Manager:</th>
<th>Contractor Program Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sondra Hahn</td>
<td>Scott Jacot, Juvenile Court Administrator</td>
</tr>
<tr>
<td>Court Association Coordinator</td>
<td>30 Memorial Dr, PO Box 93</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td>South Bend, WA 98586-0093</td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
<td><a href="mailto:sjacot@co.pacific.wa.us">sjacot@co.pacific.wa.us</a></td>
</tr>
<tr>
<td><a href="mailto:sondra.hahn@courts.wa.gov">sondra.hahn@courts.wa.gov</a></td>
<td>360-875-9350</td>
</tr>
<tr>
<td>(360) 705-5276</td>
<td></td>
</tr>
</tbody>
</table>

ENTIRE AGREEMENT
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS  PACIFIC/WAHKIAKUM COUNTY JUVENILE COURT

Signature Date Signature Date

Callie Dietz Name

Administrator, AOC Title

Name

Title
AGENDA REQUEST FORM

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

Approval of request to purchase laptop computer and printer, subject to adequate budget appropriations and approve the Purchase Reimbursement Agreement #PRA19001 with WA State Administrative Office of the Courts and authorize District Court Administrator to sign.

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: North District Court

OFFICIAL NAME & TITLE: Elizabeth Penoyar Judge

PHONE / EXT: 2157

SIGNATURE: 

DATE: 07/17/2018

NARRATIVE OF REQUEST

Request approval to purchase Laptop and printer through the A.O.C. 2019 equipment replacement project and approval to sign the contract for their partial reimbursement. The bid for Laptop computer is $1453.72. AOC will reimburse the County $1050.00. The cost of the printer is $230.00. A.O.C. reimbursement is $225.00. Total cost to the County after reimbursement will be $408.72.

Contract and bids are attached.

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

Approval of request to purchase laptop computer and printer, subject to adequate budget appropriations and approve the Purchase Reimbursement Agreement #PRA19001 with WA State Administrative Office of the Courts and authorize District Court Administrator to sign.

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
PURCHASE REIMBURSEMENT AGREEMENT - PRA19001
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
NORTH PACIFIC COUNTY DISTRICT COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873
Purchase Reimbursement Agreement (PRA) Number: PRA19001

1. Purpose
This PRA Number PRA19001 is executed by the Washington State Administrative Office of the Courts (AOC) and the North Pacific County District Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05873. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC’s reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 1 printer and 1 laptop.

2. Term and Termination
The term of the PRA is effective upon the date of execution by both parties through Thursday, February 28, 2019. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. Responsibilities
3.1. The AOC will:
   3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
   3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 1 printer and 1 laptop, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

3.2. The CUSTOMER will:
   3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.
   3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. **Reimbursement Amount**
The AOC will reimburse the CUSTOMER up to $225 for each printer, and $1,050 for each laptop, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. **Billing/Invoicing**
Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05873) and additional terms and conditions listed below.

6. **Treatment of Assets and Property**
CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. **Modifications/Changes**
This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. **Order of Precedence**
If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. **PRA Management**
Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

<table>
<thead>
<tr>
<th>AOC Program Manager:</th>
<th>Customer Program Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Winslow</td>
<td>Kim R. Hamilton</td>
</tr>
<tr>
<td>Infrastructure Project Coordinator</td>
<td>Administrator</td>
</tr>
<tr>
<td>Administrative Office of the Courts</td>
<td>North Pacific County District Court</td>
</tr>
<tr>
<td>1206 Quince St SE</td>
<td>300 Memorial Dr</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td>South Bend, WA 98586</td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
<td><a href="mailto:hamilton@co.pacific.wa.us">hamilton@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>360 705-5249</td>
<td>(360) 875-9354</td>
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<tr>
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AGREED:

Administrative Office of the Courts ___________________________________________

Signature ___________________________ Date ___________________________

John Bell
Name ___________________________

AOC Contracts Manager
Title ___________________________

North Pacific County District Court ___________________________________________

Signature ___________________________ Date ___________________________

Name ___________________________

Title ___________________________
### Court Desktop PC Specifications

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>AOC REQUIREMENT</th>
<th>PURCHASED SYSTEM’S SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel or AMD and may use a multi-core processor</td>
<td></td>
</tr>
<tr>
<td>Processor Speed</td>
<td>3 GHz or more for single or 2.5 GHz or more for multi-core</td>
<td></td>
</tr>
<tr>
<td>RAM</td>
<td>8 GB or more</td>
<td></td>
</tr>
<tr>
<td>Hard Drive</td>
<td>250 GB or more</td>
<td></td>
</tr>
<tr>
<td>Network Interface Card (NIC)</td>
<td>Ethernet minimum 10/100/1000</td>
<td></td>
</tr>
<tr>
<td>Mouse</td>
<td>Standard MS compatible</td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td>Standard MS compatible</td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows 7 (64-bit) or other latest release of Microsoft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Windows for business use</td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td>17” flat panel monitor or bigger</td>
<td></td>
</tr>
</tbody>
</table>

### Court Laptop PC Specifications

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>AOC REQUIREMENT</th>
<th>PURCHASED SYSTEM’S SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Mobile Intel Pentium or equivalent, including AMD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Processor</td>
<td></td>
</tr>
<tr>
<td>Processor Speed</td>
<td>2.9 GHz or more and may include multi-core processor technology</td>
<td></td>
</tr>
<tr>
<td>RAM</td>
<td>8 GB or more</td>
<td></td>
</tr>
<tr>
<td>Hard Drive</td>
<td>125 GB or more</td>
<td></td>
</tr>
<tr>
<td>Network Interface</td>
<td>Ethernet minimum 10/100/1000</td>
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<td>Windows 7 (64-bit) or other latest release of Microsoft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Windows for business use</td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>14” or bigger</td>
<td></td>
</tr>
</tbody>
</table>
A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000026801202.1
Quote date: Jul. 11, 2018
Quote expiration: Aug. 10, 2018
Deal ID: 14433734

Company name: COUNTY OF PACIFIC
Customer number: 7153115
Phone: (360) 875-9368

Sales rep information:
Rita Fernandez
Rita_Fernandez@Dell.com
(800) 456-3355
Ext: 5130564

Billing Information:
COUNTY OF PACIFIC
211 COMMERCIAL ST
ATTN/ANDREE HARLAND
RAYMOND
WA 98577-2429
US
(360) 875-9368

Pricing Summary

<table>
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<tr>
<th>Item</th>
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<th>Unit Price</th>
<th>Subtotal</th>
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<tr>
<td>Dell Latitude 5580</td>
<td>1</td>
<td>$1,344.79</td>
<td>$1,344.79</td>
</tr>
</tbody>
</table>

Subtotal: $1,344.79
Shipping: $0.00
Environmental Fees: $0.00
Non-Taxable Amount: $0.00
Taxable Amount: $1,344.79
Estimated Tax: $108.93
Total: $1,453.72

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
HP LaserJet Pro M402dn Monochrome Printer, Amazon Dash Replenishment ready (C5F94A)

196 customer reviews | 61 answered questions

List Price: $299.00
Price: $212.80 & FREE Shipping
You Save: $86.20 (29%)

Style: 402dn
Configuration: Printer

Printer and Standard Yield Toner

Service: Get professional installation Details

Without expert installation

Include Installation +$77.89

What's included with service

Amazon Certified

Auto Replenishment
Provides the option to automatically reorder supplies. Learn more

- Fast printing. Strong protection. Grab pages and go-without waiting around. This printer wakes up and prints faster than the competition.
- Step up from the 402n with duplexing. Breeze through multipage documents with two-sided printing that's faster than the competition.
- This printer is Ethernet (wired networking) or USB only. Need wireless? Select the 402dw model. Resolution technology: HP FastRes 1200, HP Poster 1200, 600 dpi
- More. Pages, Performance, and Protection. Get the most prints for your

Buy New
$212.80 & FREE Shipping
Get it as soon as Tuesday, July 17 when you choose Two-Day Shipping at checkout.

In Stock.
Ships from and sold by Just Like.
Qty: 1

$212.80 + FREE Shipping

Add a Protection Plan:
- 4-Year Protection for $28.43
- 3-Year Protection for $21.48

Add to Cart

Turn on 1-Click ordering for this browser

Deliver to Bellingham 98225

Buy Used
$123.33

Add to List

Other Sellers on Amazon

$197.14 + $15.66 shipping
Sold by: Meta-Electro

$197.61 + $15.84 shipping
Sold by: Haselloy Electronics

Add to cart to see price. Why? Add to Cart
& FREE Shipping on eligible orders. Details
Sold by: Amazon.com

Used & new (45) from $123.33 & FREE shipping. Details

Have one to sell? Sell on Amazon

https://www.amazon.com/HP-LaserJet-Monochrome-Printer-Replenishment/dp/B013SK1BL8/ref=sr_1_13?c=office-eletronics&ie=UTF8&qid=153125...
**AGENDA REQUEST FORM**

**REQUESTED MEETING DATE:**
July 24, 2018

**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** South District Court

**OFFICIAL NAME & TITLE:** Nancy McAllister  Judge

**PHONE / EXT:** 2518

**SIGNATURE:**

**DATE:** 07/17/2018

**NARRATIVE OF REQUEST**

Request approval to purchase Laptop and printer through the A.O.C. 2019 equipment replacement project and approval to sign the contract for their partial reimbursement. The bid for Laptop computer is $1453.72. AOC will reimburse the County $1050.00. The cost of the printer is $230.00. A.O.C. reimbursement is $225.00. Total cost to the County after reimbursement will be $408.72.

Contract and bids are attached.

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board)
PURCHASE REIMBURSEMENT AGREEMENT - PRA19002
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SOUTH PACIFIC COUNTY DISTRICT COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873
Purchase Reimbursement Agreement (PRA) Number: PRA19002

1. Purpose
This PRA Number PRA19002 is executed by the Washington State Administrative Office of the Courts (AOC) and the South Pacific County District Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05873. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC’s reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 1 printer and 1 laptop.

2. Term and Termination
The term of the PRA is effective upon the date of execution by both parties through Thursday, February 28, 2019. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

3. Responsibilities
3.1. The AOC will:

3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).

3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 1 printer and 1 laptop, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

3.2. The CUSTOMER will:

3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.

3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. **Reimbursement Amount**
The AOC will reimburse the CUSTOMER up to $225 for each printer, and $1,050 for each laptop, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. **Billing/Invoicing**
Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05873) and additional terms and conditions listed below.

6. **Treatment of Assets and Property**
CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. **Modifications/Changes**
This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. **Order of Precedence**
If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. **PRA Management**
Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

<table>
<thead>
<tr>
<th>AOC Program Manager:</th>
<th>Customer Program Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Winslow</td>
<td>Kim R. Hamilton</td>
</tr>
<tr>
<td>Infrastructure Project Coordinator</td>
<td>Administrator</td>
</tr>
<tr>
<td>Administrative Office of the Courts</td>
<td>South Pacific County District Court</td>
</tr>
<tr>
<td>1206 Quince St SE</td>
<td>7013 Sandridge Rd</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td>Long Beach, WA 98631</td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
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</tr>
<tr>
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<td>(360) 642-9417</td>
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<tr>
<th>Administrative Office of the Courts</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Date</strong></td>
</tr>
<tr>
<td><strong>John Bell</strong></td>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AOC Contracts Manager</strong></td>
<td><strong>Title</strong></td>
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Quote date: Jul. 11, 2018
Quote expiration: Aug. 10, 2018
Deal ID: 14433734

Company name:
COUNTY OF PACIFIC

Customer number:
7153115

Phone:
(360) 875-9368

Billing Information:
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211 COMMERCIAL ST
ATTN/ANDREE HARLAND
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<td>Shipping:</td>
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<td>$0.00</td>
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<tr>
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<td></td>
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<tr>
<td>Taxable Amount:</td>
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</tr>
<tr>
<td>Estimated Tax:</td>
<td></td>
<td>$108.93</td>
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
HP LaserJet Pro M402dn
Monochrome Printer, Amazon Dash
Replenishment ready (C5F94A)

196 customer reviews
61 answered questions

List Price: $299.99
Price: $212.80 & FREE Shipping
You Save: $87.19 (29%)

Style: 402dn
Configuration: Printer

Printer

Printer and Standard Yield Toner

Service: Get professional installation

Without expert installation

Include Installation
+$77.89

What's included with service

Amazon Certified

Auto Replenishment
Provides the option to automatically reorder supplies.

Fast printing. Strong protection. Grab pages and go—without waiting around. This printer wakes up and prints faster than the competition.

Step up from the 402n with duplexing. Breeze through multipage documents with two-sided printing that's faster than the competition.

This printer is Ethernet (wired networking) or USB only. Need wireless? Select the 402dw model. Resolution technology: HP FastRes 1200, HP ProRes 1200, 600 dpi

More. Pages, Performance, and Protection. Get the most prints for your

Buy New
$212.80
& FREE Shipping
Get it as soon as Tuesday, July 17 when you choose Two-Day Shipping at checkout.

In Stock.
Ships from and sold by Just Like.

Qty: 1

$212.80 + Free Shipping

Add a Protection Plan:
- 4-Year Protection for $28.43
- 3-Year Protection for $21.48

Add to Cart

Turn on 1-Click ordering for this browser

Deliver to Bellingham 98225

Buy Used
$123.33

Other Sellers on Amazon

$197.14
Add to Cart
+$15.66 shipping
Sold by: Meta-Electro

$197.61
Add to Cart
+$15.84 shipping
Sold by: Hastelloy Electronics

Used & new (45) from $123.33 & FREE shipping. Details

Have one to sell?
Sell on Amazon
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>APPROVED</th>
<th>DENIED</th>
<th>SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</th>
<th>NO ACTION TAKEN/WITHDRAWN</th>
<th>DEFERRED TO:</th>
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<tr>
<td>Initial:</td>
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<td>Clerk of the Board</td>
<td>Risk Mgmt</td>
<td>Legal Required</td>
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<tr>
<td>OTHER:</td>
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</table>

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Superior Court

OFFICIAL NAME & TITLE: Judge Dogulas E. Goelz

SIGNATURE: [Signature]

DATE: 7/12/18

NARRATIVE OF REQUEST

The Court has received a Purchase Agreement from AOC. We are requesting approval to purchase a laptop to replace a desktop computer for Superior Court. Attached is the Dell quote from Andy Seaman totaling $1,453.72 and AOC's Purchase Agreement stating they will reimburse $1,050. An additional $89.00 docking station and $49.99 CD burner totaling $150.25 after tax. We are also requesting to purchase a copy/printer for the Superior Courtroom. Attached is information for the Amazon printer recommended from Andy Seaman = $324.29 after tax; per AOC's Purchase Agreement, they will reimburse $225 of the actual cost.

Requesting Superior Court budget approval of $1,928.26. Total AOC reimbursement = $1,275. County expense after reimbursement would be $653.26. May require supplements.

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

Approve request to purchase laptop computer and printer, subject to adequate budget appropriations and confirm Superior Court Administrator's signature on Purchase Reimbursement Agreement #PRA19003 with WA State Administrative Office of the Courts
PURCHASE REIMBURSEMENT AGREEMENT - PRA19003
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC COUNTY SUPERIOR COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873
Purchase Reimbursement Agreement (PRA) Number: PRA19003

1. Purpose
This PRA Number PRA19003 is executed by the Washington State Administrative Office of
the Courts (AOC) and the Pacific County Superior Court (CUSTOMER) pursuant to the
terms and conditions of ITPPA Number IAA05873. The parties acknowledge they have
read and understand the terms and conditions therein. All rights and obligations of the
parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the
obligations of the parties with respect to AOC’s reimbursement to the CUSTOMER of funds
which have been expended by the CUSTOMER for the purchase of 1 printer, 2 desktop
computers, 2 monitors, and 1 laptop.

2. Term and Termination
The term of the PRA is effective upon the date of execution by both parties through
Thursday, February 28, 2019. Termination of the PRA requires written notification to the
other party. Extensions to the PRA can only be executed by the AOC, with written
notification to the other party.

3. Responsibilities
3.1. The AOC will:
3.1.1. Provide specifications for the equipment covered by this agreement. (See
Exhibit A).
3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the
purchase of 1 printer, 2 desktop computers, 2 monitors, and 1 laptop, pursuant
to Subsection 3.2 below. The funding provided by AOC shall be at a maximum
the amount required for the purchase of the equipment meeting the provided
specifications or the actual cost, whichever is lower. Should the CUSTOMER
acquire equipment that exceeds the provided specifications, the CUSTOMER
shall be responsible for that portion of the acquisition costs which exceeds the
reimbursable amount as referenced above.

3.2. The CUSTOMER will:
3.2.1. Purchase equipment that meets the specifications referenced above. Install and
maintain the equipment purchased under this PRA, including providing network
connectivity to the new equipment as needed. It is possible that a new network
line may need to be installed by the CUSTOMER to provide connectivity to the
equipment covered by this PRA.
3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.

3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.

3.2.4. Submit, with the Invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. Reimbursement Amount
   The AOC will reimburse the CUSTOMER up to $225 for each printer, $675 for each desktop computer, $115 for each monitor, and $1,050 for each laptop, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. Billing/Invoicing
   Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05673) and additional terms and conditions listed below.

6. Treatment of Assets and Property
   CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. Modifications/Changes
   This PRA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the PRA and will take precedence over the original PRA.

8. Order of Precedence
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9. PRA Management
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<th>Tamra McConahy</th>
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AGREED:

Administrative Office of the Courts          Pacific County Superior Court

John E. Bell 7/13/2018                       Jamie McGrody 7/10/18
Signature                                           Signature

John Bell                                          Jamie McGrody
Name                                               Name

AOC Contracts Manager                             Superior Court Administrator
Title                                               Title
## Court Desktop PC Specifications

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<tr>
<th>COMPONENT</th>
<th>AOC REQUIREMENT</th>
<th>PURCHASED SYSTEM'S SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel or AMD and may use a multi-core processor</td>
<td></td>
</tr>
<tr>
<td>Processor Speed</td>
<td>3 GHz or more for single or 2.5 GHz or more for multi-core</td>
<td></td>
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<tr>
<td>RAM</td>
<td>8 GB or more</td>
<td></td>
</tr>
<tr>
<td>Hard Drive</td>
<td>250 GB or more</td>
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<tr>
<td>Network Interface Card (NIC)</td>
<td>Ethernet minimum 10/100/1000</td>
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</tr>
<tr>
<td>Mouse</td>
<td>Standard MS compatible</td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td>Standard MS compatible</td>
<td></td>
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<tr>
<td>Operating System</td>
<td>Windows 7 (64-bit) or other latest release of Microsoft Windows for business use</td>
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<td>Monitor</td>
<td>17&quot; flat panel monitor or bigger</td>
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## Court Laptop PC Specifications

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<tr>
<th>COMPONENT</th>
<th>AOC REQUIREMENT</th>
<th>PURCHASED SYSTEM'S SPECIFICATIONS</th>
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<tr>
<td>Processor</td>
<td>Mobile Intel Pentium or equivalent, including AMD Mobile Processor</td>
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<tr>
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<td>2.9 GHz or more and may include multi-core processor technology</td>
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<td>RAM</td>
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<td>Hard Drive</td>
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<td>Network Interface</td>
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<td>Operating System</td>
<td>Windows 7 (64-bit) or other latest release of Microsoft Windows for business use</td>
<td></td>
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<tr>
<td>Display</td>
<td>14&quot; or bigger</td>
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</table>
A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you’re ready to place your order.

Quote number: 3000026801202.1
Quote date: Jul. 11, 2018
Quote expiration: Aug. 10, 2018
Deal ID: 14433734

Company name: COUNTY OF PACIFIC
Customer number: 7153115
Phone: (360) 875-9368

Sales rep Information: Rita Fernandez
Rita_Fernandez@Dell.com
(800) 456-3355
Ext: 5130564

Billing Information: COUNTY OF PACIFIC
211 COMMERCIAL ST
ATTN/ANDREE HARLAND RAYMOND
WA 98577-2429
US
(360) 875-9368

Pricing Summary

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<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Latitude 5580</td>
<td>1</td>
<td>$1,344.79</td>
<td>$1,344.79</td>
</tr>
</tbody>
</table>

Subtotal: $1,344.79
Shipping: $0.00
Environmental Fees: $0.00
Non-Taxable Amount: $0.00
Taxable Amount: $1,344.79
Estimated Tax: $108.93
Total: $1,453.72

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
Accept resignation of Tamra McConahy-Superio
Court Administrator, effective July 31, 2018 and
approve the appointment of Josh Sedy to the vacant position, Grade 13 Step 1, effective
August 1, 2018, subject to adequate budget appropriations.
Approve wage adjustment for Seth Flemetis, temporary Spartina Field Crew, to $17/hour, effective June 1, 2018, subject to adequate budget appropriations.
ATTACHED FOR YOUR CONSIDERATION IN AN INTERGOVERNMENTAL AGREEMENT WITH THE PORT OF WILLOPA HARBOR TO SERVE AS THE COUNTY’S ENVIRONMENTAL REVIEW PREPARER FOR THE SEPA AND NEPA REVIEWS REQUIRED TO APPLY FOR CDBG FUNDS FOR THE ALDER MILL SITE. THE PORT IS NOT CHARGING FOR THEIR TIME IN PrePARING THE DOCUMENTATION. SHOULD THEY HAVE TO RETAIN OUTSIDE CONSULTANTS TO COMPLETE PORTIONS OF THE REVIEW, AND THE COST OF THOSE CONSULTANTS EXCEED $5,000, THE COUNTY WILL REIMBURSE THE PORT IF WE ARE AWARDED CDBG FUNDS FOR THE PROJECT, AND THE COSTS INCURRED ARE ELIGIBLE FOR CDBG GRANT REIMBURSEMENT.

RECOMMENDED MOTION (TO BE COMPLETED BY THE CLERK/DEPUTY CLERK OF THE BOARD)

Move to approve Intergovernmental Agreement with the Port of Willapa Harbor to serve as the County’s appointed Environmental Review Preparer or the NEPA and SEPA reviews required to be eligible to apply for CDBG funding for the Alder Mill Project.
Name of Contractor: Port of Willapa Harbor

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

[Intergovernmental Agreement between Pacific County and Port of Willapa Harbor]

- **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 (attach 3 bids)
  - $5,000-$25,000 (use small works roster)
  - >$25,000 (competitive bids)

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

To be located at: [Environmental Review Preparer]

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

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

**PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggybacking")**

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

- RFP
- RFQ
- Franchise
- Annexation
- Ordinance
- Resolution
- Appeal
- Inventory Acquisition/Disposal
- Tort Claim
- Call for Bids
- Open Space
- Post, Advertise, & Fill Position

- Other (please describe):

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

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

**TOTAL TAX**:

**TOTAL SHIPPING/HANDLING**:

**EXPENDITURE FUND #**: 125 

**EXPENDITURE BUDGETED?** Yes ☑ No

**SUPPLEMENTAL REQUIRED?** Yes ☑ No

**IN-KIND MATCH REQUIRED?** Yes ☑ No

**MATCHING FUNDS REQUIRED?** Yes ☑ No

**AMOUNT OF MATCHING FUNDS**:

Revised 8/2015

Exhibit A to Resolution No. 2010-013
INTERGOVERNMENTAL AGREEMENT

Between
PACIFIC COUNTY, WASHINGTON
And The
PORT OF WILLAPA HARBOR

THIS AGREEMENT is made between Pacific County P.O. Box 187, South Bend, Washington, 98586 (the “COUNTY”), and the Port of Willapa Harbor, 1725 Ocean Avenue, Raymond, Washington (the “PORT”).

WHEREAS, the COUNTY intends to submit an application to the Washington State Department of Commerce (“COMMERCE”) for Community Development Block Grant Funds (“CDBG”) to assist with an economic development project involving revitalization of a hardwood mill and dry kiln site; and

WHEREAS, prior to a grantee committing funds to a project financed completely, or in part, with CDBG funds, an environmental review must be completed; and

WHEREAS, CDBG environmental review regulations require the COUNTY to assume the responsibility for meeting the requirements and complying with environmental laws; and

WHEREAS, the COUNTY must designate a person or contractor to prepare the environmental review (Environmental Review Preparer); and

WHEREAS, the PORT owns the dry kiln site and is familiar with the conditions at the hardwood mill site, and has the experience and expertise to complete an environmental review for the CDBG grant application, and

WHEREAS, the COUNTY’s Chief Administrative Officer will sign and certify the environmental record prepared by the Environmental Review preparer; and

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

1. **COMPENSATION**

   For outside consultant services retained by the Port that exceed $5,000 the COUNTY will reimburse the PORT contingent on receipt of CDBG grant funds and expenses being eligible for CDBG grant reimbursement.

2. **SCOPE OF WORK**

   The PORT will conduct the environmental review process per Attachment A, including but not limited to the following:
   a) Establish and provide an Environmental Review Record per 24 CFR 58.38 to the COUNTY’s designated Chief Administrative Officer.
   b) Complete and provide documentation of the State Environmental Policy Act (SEPA) review.
   c) Complete and provide documentation of the National Environmental Policy Act (NEPA) review.
   d) Determine and provide documentation of compliance with the Endangered Species Act (ESA).
e) Determine and provide documentation of compliance with Section 106 of the National Historic Preservation Act.

f) Determine and provide documentation of compliance with designated floodplains (100 or 500 year) or wetlands (Executive Order 11988 and 11990).

3. EVALUATION AND MONITORING

A. The PORT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. The PORT will retain all books, records, documents and other material relevant to this AGREEMENT for six (6) years after expiration of the AGREEMENT.

B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the PORT with respect to all matters covered in this AGREEMENT. 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, payrolls, and records of matters covered by this AGREEMENT. These rights shall last for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.

4. 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 PORT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the PORT agrees to make them promptly available to the COUNTY. If the PORT 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 PORT 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 PORT 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 PORT (a) of the request and (b) of the date that such information will be released to the requester unless the PORT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the PORT 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 PORT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the PORT for releasing records not clearly identified by the PORT as confidential or proprietary. The COUNTY shall not be liable to the PORT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

5. CONFLICT OF INTEREST

The COUNTY and PORT mutually covenant that:

A. They have no interest and shall not acquire interest, direct or indirect, in any study area, land use project requiring permit application, or any parcels therein or any other interest which would conflict in any manner or degree with their respective responsibilities hereunder;
B. In the performance of this contract, no person having such interest shall be employed without full disclosure to the other party;

C. In the event that any situation that would cause the appearance of such a conflict of interest will immediately be reported to the other party; and

D. In the event a conflict or conflicts should arise, each party shall immediately inform the other party, at which time the parties shall reach a mutually acceptable resolution of the conflict or conflicts. Such resolution may result in the withdrawal of the PORT from providing services in the instant case or cases. The parties to this agreement agree that at all times they shall comply with conflict of interest and appearance of fairness limitations as specified within Chapters 42.23 and 42.36 RCW.

6. **Nondiscrimination**

The COUNTY and PORT 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).

7. **Noncompliance with Nondiscrimination Laws**

In the event the COUNTY or PORT 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. The COUNTY and PORT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **Employment Relationships**

The PORT, its employees or agents performing under this AGREEMENT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the PORT will hold themselves out as, or claim to be, an officer, employee 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 or agent of the PORT.

9. **Mutual Indemnity**

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its 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 are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
10. **INSURANCE**

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

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

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

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

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

The PORT agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that the PORT’s policy shall so state.

11. **ENTIRE AGREEMENT**

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.

12. **AGREEMENT MODIFICATIONS**

The COUNTY and the PORT may, from time to time, request changes in services being performed under this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this AGREEMENT must be approved in writing by the PORT prior to the COUNTY expending funds for the items covered within that amendment. Costs incurred by the COUNTY in contravention of this Paragraph are the sole responsibility of the COUNTY.
13. **AGREEMENT PERIOD**

The provisions of this AGREEMENT are to commence on July 1, 2018 and shall continue until June 30, 2019. This AGREEMENT shall extend for an additional calendar year unless one of the parties notifies the other in writing, as per Section 14 of the AGREEMENT that they intend not to extend this agreement at the end of 2016. This notice requirement shall not limit either party’s ability to terminate this agreement as per the conditions specified within Section 14.

14. **TERMINATION OF AGREEMENT**

The PORT and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least thirty (30) days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the PORT has violated any of the provisions herein, or if the COUNTY deems the PORT's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the PORT pursuant to this AGREEMENT shall, at the option of the COUNTY become its property, and the PORT will be paid for services performed up to the date of the AGREEMENT termination. Notwithstanding the above, the PORT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the PORT. The COUNTY may withhold any payment to the PORT for the purposes set forth until such time as the exact amount of damages due to the COUNTY from the PORT is determined.

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. **SEVERABILITY**

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

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the PORT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
18. **GOVERNING LAW AND VENUE**

   This AGREEMENT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this AGREEMENT.

19. **COSTS AND ATTORNEY FEES**

   In the event legal action is brought with respect to this contract, the prevailing party shall be awarded its costs and attorney’s fees in an amount to be determined by the Court as reasonable.

**IN WITNESS WHEREOF**, the COUNTY and PORT have executed this AGREEMENT the date(s) so noted below.

**PORT OF WILLOPA HARBOR**

Port Manager

**BOARD OF COUNTY COMMISSIONERS**

**PACIFIC COUNTY, WASHINGTON**

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

Prosecutor’s Office  WSBA#  Marie Guernsey  Date

Clerk of the Board
**AGENDA REQUEST FORM**

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

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<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
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Agenda Item #: 18

Initial: ____________________ Date: ____________________

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

**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** General Administration

**DIVISION (if applicable):** .09 Public Facilities

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

**PHONE / EXT:** ____________________

**SIGNATURE:** Kathy Spoor

**DATE:** 7/16/18

**NARRATIVE OF REQUEST**

Attached for your consideration is a contract with the City of Raymond to assist with the cost of installing a commercial kitchen in the Raymond Community Center adjacent to the theater. This is a project recommended by PCOG for .09 funding. The total award is $25,000. The City requested that the funding be provided this year rather than in 2019. The request was approved by PCOG at their last meeting. We had budgeted $25,000 as contingency in the 2018 budget so will not need a supplement.

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

Move to approve .09 Public Facilities Improvement contract in the amount of $25,000 with the City of Raymond for remodeling of the commercial kitchen in the Community Center located adjacent to the theater.
Name of Contractor: City of Raymond

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): Contract bwtn Pacific Co, WA and the City of Raymond, Commercial Kitchen

- [ ] W-9 Attached for all vendors/contractors (County issuing payment to)
- [ ] Certificate of Insurance Attached (If required)
- [ ] Intergovernmental/Interagency
- [ ] Employment/Special Services Agreement
- [ ] Federal Contract
- [ ] Memorandum of Understanding/Agreement
- [ ] Interoffice/Interdepartmental
- [ ] State Contract
- [ ] For-Profit
- [ ] Non-Profit
- [ ] State
- [ ] Federal
- [ ] Private Organization/Individual
- [ ] Public Organization/Jurisdiction
- [ ] Sub-Recipient
- [ ] Other

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

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

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

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

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

To be located at: Commercial Kitchen Renovation

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

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

*Resolution Required

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

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

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

**TOTAL COST/AMOUNT (include sales & use tax):** 25,000

**TOTAL TAX:**

**TOTAL SHIPPING/HANDLING:**

**EXPENDITURE FUND #:** 126 XXX.XXX.XX.XX

**EXPENDITURE BUDGETED?** [ ] Yes [ ] No

**SUPPLEMENTAL REQUIRED?** [ ] Yes [ ] No

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

**DESCRIBE MATCH:**

**MATCHING FUNDS REQUIRED?** [ ] Yes [ ] No

**AMOUNT OF MATCHING FUNDS:**
CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
THE CITY OF RAYMOND
COMMERCIAL KITCHEN

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the City of Raymond, 230 Second Street, Raymond, Washington (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Commercial Kitchen Project meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Commercial Kitchen Project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, the RECIPIENT’S Commercial Kitchen Project is one phase of an overall plan to expand the uses of the commercial building located adjacent to the historic Raymond theater; and

WHEREAS, the RECIPIENT’S Commercial Kitchen Project is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its Project; and

WHEREAS, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and
WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to replacement of fueling facility equipment listed in Section 3, Scope of Work.

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

1. **FUNDING**

   Twenty-Five Thousand Dollars ($25,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement.

   These funds are to be dispersed in the following manner:
   - 2018-$25,000

   Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only.

2. **USE OF FUNDS**

   The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3, Scope of Work.

3. **SCOPE OF WORK**

   Funding shall only be used to renovate and upgrade the kitchen in the commercial building located adjacent to the historic Raymond Theater.

4. **PAYMENT PROVISIONS**

   Funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1, Funding by warrant within forty-five (45) days of billing.

   As a provision for receiving funding, the RECIPIENT shall provide the following with the request for reimbursement:

   As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY:
   1. A report and backup documentation detailing expenditures of funds in support of the project specified in Section 3, Scope of Work.

5. **CONTRACT PERIOD**

   The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of July, 2018. It will continue in effect through the 18th of December, 2019 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

   A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other
material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. 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, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.

D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. RECAPTURE PROVISION

A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.

B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of 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.

8. NONDISCRIMINATION

The RECIPIENT 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) as amended.

9. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. EMPLOYMENT RELATIONSHIPS

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No
officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee 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 or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

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 CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

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

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

C. **Survival of RECIPIENT’s Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT’S’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incor-
City of Raymond-Commercial Kitchen Project 2018-2019 Short Term Project

porated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIDENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIDENT in contravention of this Paragraph are the sole responsibility of the RECIPIDENT.

15. **TERMINATION OF CONTRACT**

A. If, through any cause, the RECIPIDENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIDENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIDENT describing such default or violation.

B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIDENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT 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 CONTRACT.

17. **SEVERABILITY**

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

18. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIDENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
19. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

20. **PUBLIC RECORDS ACT**

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

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

21. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party’s contact person for any and all communications relative to this CONTRACT.

For the COUNTY: County Administrative Officer
Dept. of General Administration
P.O. Box 187
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: Tony Nordin, Mayor
City of Raymond
230 Second Street
Raymond, WA 98577
Telephone: (360) 942-4100
IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
City of Raymond

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

____________________________
Lisa Olsen, Chair

____________________________
Lisa Ayers, Commissioner

____________________________
Frank Wolfe, Commissioner

ATTEST:

____________________________
Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

____________________________
Prosecuting Attorney’s Office

WSBA#
**WA-CERT Project Proposal Form**

*Please complete this fillable PDF document, then submit to the PCOG office via E-mail: edcpcog@pacificdec.org*  If you need a free PDF reader, go to https://get.adobe.com/reader

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>City of Raymond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td>Raymond Community Center/Commercial Kitchen</td>
</tr>
<tr>
<td>County/Tribe</td>
<td>Pacific</td>
</tr>
<tr>
<td>Application Date:</td>
<td>Day: 16  Month: 4  Year: 2018</td>
</tr>
<tr>
<td>Project Type:</td>
<td>replace existing sub standard kitchen to a certifiable multiple use commercial kitchen</td>
</tr>
<tr>
<td>Current Need:</td>
<td>cooking, cleaning and storage equipment as well as improvements necessary for certification.</td>
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If you selected “Other” please clarify:

<table>
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<tr>
<th>Total Project Cost:</th>
<th>$25,000.00</th>
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<tbody>
<tr>
<td>Amount Raised to date:</td>
<td>$0</td>
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<table>
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<tr>
<th>Is this a Phased Project?</th>
<th>no</th>
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<tr>
<td>If yes, how many phases?</td>
<td></td>
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<tr>
<td>Over how many years?</td>
<td></td>
</tr>
<tr>
<td>And what phase is this?</td>
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<tr>
<th>Do you require a Funding Gap</th>
<th>Yes/No: no</th>
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</thead>
<tbody>
<tr>
<td>What amount is required now?</td>
<td>$25,000.00</td>
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</table>

**Briefly describe your project:**

The Chinese Restaurant that has been operating for 20 years in what was as originally planned as a Raymond Community Center no longer exists. The city’s plan is to once again offer it’s citizens the use of a multifunction space that includes a commercial kitchen.

**How does the project satisfy, in whole or in part, your economic diversification strategy?**

The project will offer the opportunity for meeting spaces, pop-up businesses, internet incubation, cooking classes, stand alone events and events associated with theatre performances.
What planning has taken place regarding this project, and is the project part of a plan?

Planning for the Raymond Theater complex which includes the upgrades to the Theatre itself, refurbishing of two upstairs apartments and this project are all parts of an overall plan to offer, at a minimal cost, these assets to our community at large.

Check if complete

Capital Facilities Plan:  
Comprehensive Plan:  
Business Plan:  

Have engineering reports and feasibility studies been prepared, and when? Describe them.

No

Have you secured funds for this project from state or federal programs, or foundations?

No

Please include specific agencies and fund amounts, including any funding conditions.

Are there other efforts you have made that are unique to this project?

There are two 501c3 groups that are very interested in seeing this project go forward. They are: The Friends of the Raymond Theatre and The Alliance for a Better Community. The ABC is presenting a proposal to the city council Monday the 16th of April offering to assist in managing the community center as a volunteer group.

How many full-time permanent jobs will be created or retained?

Created in 1-3 years: one to two
Created in 3-5 years: two to three
Jobs Retained: one

What is the size of the population that will benefit by this project? 3000

WACERT Project Proposal 2 7/18/17
How will this project improve local infrastructure capacity?

n/a

Will this project help you solve a health and safety problem or come into compliance with an EPA or DOE order?

n/a

How many businesses do you plan on serving with this project?

3

How many jurisdictions do you plan on serving with this project?

1

How many months will this project take to complete?

3

Are there other factors, significant to this project that we should be aware of, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc?

This project has volunteer labor ready and willing to begin as soon as possible. These community members and the City of Raymond see this as an opportunity to return the space to its original intent. The project is also very high on the city’s priority list because of continuing revenue loss to the Theatre complex itself.

What quantifiable outcomes are you going to track to measure the success of this project?

1. Routinely surveying the community as to the centers availability and effectiveness.
2. Observing the revenue flow through the city’s budget.

After you have entered this information
E-mail it to the administrative assistant at the PCOG office: edpecog@pacificedc.org

WACERT Project Proposal 3 7/18/17
PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION

Project Title: Raymond Commercial Kitchen
Applicant: City of Raymond

Contact: Name: Tony Nordin
Address: 230 Second Street
City, state, zip: Raymond, WA 98577
Phone #: 360-942-4100
E-Mail: mayorraymond@willapabay.org
Name of person authorizing submittal (print or type): Tony Nordin, Mayor
Signature of person authorizing submittal:

1. Is project listed in the County’s Comprehensive Economic Development Strategy (WA-CERT List) or with your city’s or county’s comprehensive plan? (Attach copy of WA-CERT list or comprehensive plan).
   If no, do not submit application.
   Yes ☐ No ☐

2. Briefly describe your project:
The City of Raymond owns and operates the historic Raymond Theatre and the adjoining commercial building, located in downtown Raymond. This facility serves as a community gathering place for movies, cultural performances, entertainment, lectures, etc. The commercial building was designed to function in conjunction with the theatre with shared office, restrooms, meeting spaces and a kitchen on the first floor with access to the theatre. The auditorium and back stage area. However, for the last approximately 20 years this space has been leased for use as a Chinese restaurant. The restaurant has now vacated the space and the city is working with a group of local citizens to utilize the space in new ways. The proposals include after school activities, a Friday night teen center, a shared

3. Describe the current status of your project: (Include work completed or in progress)
   This project is ready to proceed. The commercial/community space is currently vacant. As soon as funds can be mobilized the city is prepared to move ahead with the kitchen upgrades.

4. State why this project meets the standard of HB2660 passed during the Washington State 1999 Legislative Session:
   This project involves upgrades to a publicly owned building in the Raymond retail core. The building serves a wide range of both community and commercial uses.

5. Total project cost: $25,000

6. Yearly amount requested from this funding: $25,000

Revised February 2017
7. Number of years funding is requested: 1

8. Is this a phased project? Yes ☐ No ☐ (Describe)

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the “funding package”:

   The City recognizes the importance of the Raymond Theatre to the vitality of the downtown and to the Willapa Harbor community as a whole and has financially supported the continued operation of the facility. However, the City does not have the funds for capital upgrades at this time. These local sales tax funds will be combined with funds from the Friends of the Theatre and hopefully, contributions from private foundations. The total project budget is $60,000.00.

10. Have you applied for any other sources to complete your funding? Yes(List) ☐ No ☐

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Status</th>
</tr>
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11. Describe project specific employment benefits as follows:

   Additional 1 FTE During Construction
   Additional 1 FTE Employed by Facility when complete
   Additional 2 FTE hired as a direct result of this project
   Retained 0 FTE as a direct result of this project

   Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

   The renovation of the commercial kitchen will require the retention of at least one local contractor. The city's goal is to have a full time theater/community center manager. The various activities will support an estimated two additional jobs in the community and hopefully, spin off...  

   Additional 1 Businesses Created by Facility when complete
   Retained 0 Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

   The city will track the uses and activities facilitated by a functional commercial kitchen available for a full range of uses by individuals, community organizations and businesses.

13. Describe any other economic benefits of this project:

   The Raymond Theatre/Community Center are absolutely essential to the ongoing efforts to revitalize downtown Raymond. These facilities attract large groups of people and encourage more business development in downtown.

14. List any other information you feel is pertinent to this application:

   This project has wide community support and a very energetic group of young people enthusiastically working to make this a vital space.

Revised March 2018
AGENDA REQUEST FORM

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

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

Agenda Item #: 19

Initial: Date:

Subject to Adequate Budget Appropriations

No action taken/withdrawn

Deferred to: Time:

Continued to Date:

Other:

Distribution List:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

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

SIGNATURE: DATE: 7/16/2018

NARRATIVE OF REQUEST

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

Approve the purchase of four (4) FTR Gold 6.1 Recording Licenses directly from For The Record in an amount not to exceed $16,778, plus any applicable tax, subject to adequate budget appropriations and authorize Chair to sign the Order Form Acceptance and Confirmation and authorize payment from Cumulative Reserve Fund 197.
Name of Contractor: For The Record

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

Order Form

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

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

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

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

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

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

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

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

To be located at: Recording Software

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

☐ Other (please describe): ____________________________

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

TOTAL COST/AMOUNT (Include sales & use tax): $16,776

TOTAL TAX: $16,776

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

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

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

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

Revised 8/2015
Exhibit A to Resolution No. 2010-013
## For The Record
1875 Lawrence St., Suite 620  
Denver, CO 80202

### ORDER FORM

**Order Form for:** Washington - Pacific County  
**Reference Number:** Q-007928  
**Prepared for:** Andy Seaman  
**aaseaman@co.pacific.wa.us**  
**Offer Valid For:** 60 days from June 21, 2018  
**Proposed by:** Zach Van Cleave

---

### Address Information

**Bill To:**  
Washington - Pacific County  
1216 W Robert Bush Drive  
South Bend Washington  
United States

**Deliver To:**  
Washington - Pacific County  
1216 W Robert Bush Drive  
South Bend Washington 98566  
United States

---

### Key Terms

**Order Start Date:** 07-15-2018  
**Order End Date:** 07-15-2019  
**Billing Frequency:** Annually unless otherwise stated

**Payment Method:** ACH  
**Billing Method:** Email

**Note:** Order Start Date only applies to orders involving subscription or support contracts.

### Additional Comments:

- (4) FTR Gold 6.1 Recording Sube licenses  
- (4) MOTU 8pre mixers  
- FTR Support covering 4 rooms - annual - upgrades included at no additional cost

---

### Quote Details

#### Hardware

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<thead>
<tr>
<th>Product</th>
<th>Product Code</th>
<th>Unit Type</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Rooms</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>PHP90668MT10ZE</td>
<td>Each</td>
<td>$600.00</td>
<td>4.00</td>
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<td><strong>Tax:</strong></td>
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</tbody>
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**Q-007928**  
1 of 3  
June 21, 2018  
Zach Van Cleave  
Page
### Software

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Code</th>
<th>Unit Type</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Rooms</th>
<th>Total Price</th>
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<td>PSP00199GR600E</td>
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### Support

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Code</th>
<th>Unit Type</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Rooms</th>
<th>Total Price</th>
</tr>
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<tbody>
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<td>FTR Support</td>
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<td>Tax:</td>
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</tr>
</tbody>
</table>

**QUOTE TOTAL:** $16,776.00

* If this Order Form is executed and/or returned to ForTheRecord by Customer after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

* The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

Shipping quotes are only estimates. FTR strives to be as accurate as possible but the final costs may be more or less than the quote which the client is responsible for paying.
Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

[ ] No

[ ] Yes

If Yes, please complete the following:

PO Number:

PO Amount:

Acceptance & Confirmation

Upon signature by Customer and submission to ForTheRecord this Order Form shall become legally binding and governed by the General Terms Of Service for Supply of the Software and Services Agreement between ForTheRecord and the Customer, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Customer: Washington - Pacific County

Signature:

Name:

Business Title:

Date:
General Terms for the Supply of Software, Hardware and Services

1.1 Supply
(a) Subject to the Customer paying the Fees in accordance with clause 4, FTR will provide the Software, Hardware and Services to the Customer in accordance with the terms set out in this Agreement or otherwise as per the conditions set out in an Order Form and/or product specific Terms of Service. If there is any inconsistency between the Terms of Service for a Service and this Agreement or otherwise as per the conditions set out in an Order Form and/or product specific Terms of Service, the provisions of this Agreement shall prevail. The parties will take any necessary steps to conform the inconsistent terms to the terms of this Agreement.
(b) Should the Customer request that FTR perform or provide any Additional Software, Hardware or Services, FTR may do so, subject to clauses 4 and 5 of this Agreement, its Terms of Service for the Software, Hardware or Services set out in such order, and FTR's then current rates. These terms will be applicable to the provision of the Additional Software, Hardware and Services by FTR to the Customer.

1.2 Support Services
Support Services are provided according to the parameters of the particular Support Plan selected by the Customer at the time of purchase of the Product License. Support Plans are not transferable among Users and require a new ordering for re-installing an expired Support Plan. A Support Plan for each License held by the Customer is required.

1.3 Customer requirements
(a) The Customer must:
(i) ensure that all Customer Data provided to FTR, for the purposes of providing Services is accurate and is kept up to date throughout the Initial Term and any subsequent period;
(ii) back up the Customer Data on a regular basis as often as necessary to ensure that the Customer Data can be recovered following an outage;
(iii) provide FTR with such information and assistance necessary to enable FTR to provide the Services;
(iv) provide any Customer Data requested by FTR in a form acceptable to FTR to provide the Software and Services;
(v) provide FTR with access to the Customer's premises where required by FTR;
(vi) have all necessary resources to receive and operate the Software, Hardware, Services, other software, telecommunications resources and Internet access acceptable to FTR;
(vii) comply with systems recommended by FTR from time to time in relation to the Customer's network and use of the Software, Hardware and Services, including backup and other actions the Customer must change;
(viii) co-operate with FTR, act reasonably and follow FTR's directions in connection with this Agreement and receipt of the Software, Hardware and Services; and, Hardware and Services;
(ix) to not install updates or upgrades to the Software in any order other than the order in which the updates or upgrades were released by FTR and test updates or upgrades before deployment in a production environment;
(b) The Customer acknowledges and agrees that if the Customer does not comply with the terms of this Agreement then FTR is not obliged to supply Software, Hardware and Services to the Customer.
(c) The Customer is responsible for installation and ongoing maintenance and upgrade of the Hardware and any associated System software that may be directed for the operation of Hardware, excluding Software and Services provided under this Agreement.

1.4 Resupply
The Customer must not use the Software or Services to any third party and must only use the Software and Services for its own internal business purposes and not in relation to the provision of any other services or activities to third parties.

1.5 Backup
The Customer acknowledges and agrees that FTR will not be responsible for the backup of any Customer Data or applications stored or used in connection with the Software, Hardware and Services unless specifically included and expressly included in the Software and Services.

1.6 Acknowledgement
(a) The Customer acknowledges and agrees that:
(i) the descriptions and functionalities for each aspect of the Services and the Software are as determined by FTR from time to time;
(ii) FTR may access, use and make copies of Customer Data in connection with the conduct of FTR's business;
(iii) any timeframes provided by FTR to the Customer in relation to the Services are estimates only and are not binding on FTR;
(iv) there may be delays or failures in respect of any emails sent as part of the Software, Hardware and Services;
(v) the Software, Hardware and the Services will not be error free;
(vi) FTR makes no representation and gives no warranty that the Software or the Services will be free from defects, fit for any particular purpose or function in accordance with the Documentation;
(vii) FTR makes no representation and gives no warranty in relation to the suitability or performance of any Hardware or third party service provider referred to the Customer by FTR;
(viii) FTR may substitute an alternative for any part of the Software, Hardware or Services, provided that such alternative shall be capable of performing the functions of the original system without affecting the overall performance of the Software or the Hardware;
(ix) the Software, Hardware and the Services may not be available at all times to the Customer;
(x) FTR shall be entitled to negotiate and receive commissions, incentives, fees, rebates, payments or any other benefits from any supplier or to any other party associated with the Customer or FTR;

1.7 Prohibited conduct
The Customer must not:
(a) perform any unauthorized or illegal modifications or cause unlawful acts in connection with receipt or use of the Software and Services;
(b) use the Software, Hardware and Services (or any one of them):
(i) to engage in fraudulent behaviour or otherwise gain unauthorized access to or interfere with any third party's computer system or networks including any hybrid of hacking; (ii) in a way that infringes any third party's Intellectual Property Rights; or (iii) in a way that disrupts, misuses or excessively uses the Hardware, bandwidth access, storage space or other resources of FTR or FTR's other Customers to the extent that it or any of them becomes unacceptably slow;
(c) use any programs that may be designed to disrupt, disable access to, or de-install the Software by any third party.

1.8 Suspension
Without limiting any other remedy FTR may have under this Agreement or at law, FTR may suspend the Customers' access to the Software and the Services and/or recover the Software if any of the events in clause 5.2(9) occur.

2. License
Subject to the limitations set forth in an Order Form, Customer's designated Users shall have a limited, non-exclusive, non-transferable right to utilize the Software for its intended purpose, for the time period stated in the Order Form. Customer must purchase a License for each User of the Services (including but not limited to Software and Support Services).

3. Warranties
3.1 Customer Data warranty
The Customer acknowledges and agrees that as a condition of this Agreement, that the Customer has obtained permission from all relevant individuals for the use and disclosure of all Customer Information that forms part of the Customer Data, by FTR and its related companies or subsidiaries.
General Terms for the Supply of Software, Hardware and Services

paid by the Customer to FTR in the 12 months prior to the Customer first suffering loss or damage in connection with the operation of the Services under this Agreement.

(b) The limitation set out in this clause 9 is an aggregate limit for all claims, whenever made. (c) Subject to clause 9.1(b), FTR is not liable for any general damages or Consequential Loss caused to the Business (including by negligence of FTR), suffered or Incurred by the Customer in connection with this Agreement.

(d) Nothing in this Agreement is intended to limit any rights of the Customer under relevant laws or any other right in connection with the operation of the Services, including in connection to any good or service supplied to the Customer by FTR in connection with this Agreement and FTR’s liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 9.1(a), 9.1(b) and 9.1(c) do not apply to that liability and such liability is limited to the amount paid by the Customer to FTR for the Services supplied to the Customer. (e) In the case of a supply of goods: FTR replacing the goods or supplying equivalent goods, repaying the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired, or (i) in the case of a supply of Services: FTR re-supplying the Services or by paying the cost of having the Services supplied again.

10. Customer Continuing Indemnity

The Customer shall indemnify FTR from and against all loss or damage (including legal costs) incurred or suffered by FTR, however caused, in connection with any breach of this Agreement.

11. Force Majeure

FTR will not be in breach of this Agreement as a result of, or liable for, any failure or delay in the performance of FTR’s obligations under this Agreement to the extent that such failure or delay is wholly or partially caused, directly or Indirectly, by a Force Majeure Event or any act or omission of the Customer.

12. Expenses

If Customer engages FTR to supply on-sale Services, Customer will reimburse FTR for all reasonable out of pocket expenses (including travel and accommodation expenses) incurred by FTR in providing the Software, Hardware and Services or Additional Software, Hardware and Services.

13. Taxes

(a) The Fees are exclusive of all applicable Taxes and the Customer will pay any applicable Tax in addition to the Fees. Customer may consider any matter or thing, FTR may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless this Agreement provides otherwise.

(b) The Customer must not assign, in whole or in part, or novate the Customer’s rights and obligations under this Agreement without the prior written consent of FTR.

(c) FTR may amend these terms at any time by giving written notice to the Customer, which may be: notice on FTR’s website, by electronic mail or by other written means (such as electronic notification at the time of any new product releases or updates).

(d) If the Software, Hardware and Services are so diverse, sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Software, Hardware or Services, and those additional terms shall be incorporated into this Agreement with FTR if the Customer makes use of those Software, Hardware or Services.

(e) Time is not of the essence in the performance of obligations under this Agreement except in relation to performance of price obligations.

(f) Unless expressly stated otherwise, no agreement does not create a relationship of employment, trust, agency or partnership between the parties.

(g) Each provision of this Agreement will be read and construed as a separate and severable provision or part of the Agreement. If any provision is invalid or unenforceable for any reason then the remainder will be read and construed as if the severable provision had never been.

(h) The Agreement applies to the parties’ entire agreement in respect of the licensing and use of the Software and Services by FTR to the Customer, and supercede all prior representations, communications, agreements, statements and understandings, written or oral, in writing, relating to the subject matter.

(i) The party agreeing to and accepting these terms and conditions represents that it/him/herself has full power, capacity and authority to agree and to accept the terms and the full legal authority to bind the Customer to this terms.

(j) FTR may subcontract the performance of all or any part of FTR’s obligations under this Agreement.

(k) A notice under this Agreement may only be waived in writing signed by the party granting the waiver, and any waiver shall be written and signed, otherwise no action or inaction on any reason then the waiver may be severed and the remainder will be read and construed as if the severable provision had never been.

(l) The Customer must comply with all applicable laws in connection with receipt of the Services.

15. Anti-Corruption

The Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of FTR’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If the Customer learns of any violation of the above restriction, the Customer will use reasonable efforts to promptly notify the CEO & Managing Director (CEO@fortherecord.com).

16. Confidentiality Obligations

The parties agree to hold all information exchanged for the purposes of this Agreement in confidence and to only use Confidential Information solely for the purposes of and in accordance with the terms of this Agreement unless disclosure to a third party is compelled by law.

17. Definitions and Interpretations

Additional Software and Services means any additional or software or services that FTR elects to provide at the request of the Customer, or services required due to a Customer’s failure to observe its obligations under this Agreement.

Business Day means Monday through Friday excluding any statutory holidays in the jurisdictions as set out under Business Hours. All other references to any mean calendar day.

Business Hours means 8:30am to 5:30pm MST on a Business Day in Denver Colorado.

Business Day Fee means the fees for periods between the actual (in the case of clause 5.2) or proposed (in the case of clause 5.4) date of termination and the last day of the Initial Term.

Customer means that party identified in an Order Form or Customer Agreement, who designates the Customer Site and/or Customer User.

Customer Data means any Customer Information and data provided by the Customer to FTR in connection with the Software or the Services and any material provided made accessible to FTR by the Customer for the purposes of this Agreement including (but not limited to) electronic information, recordings, content, company and staff Information, forms, Images including hyperlinks, documents, equipment, reports, technical Information, studies, plans, charts, drawings, calculations, tables, trademarks, to any Order Forms ando to which access is given by FTR to the Customer for the purposes of this Agreement including website templates, programs, instructions, Images, manuals, documents, equipment, reports, technical Information, studies, plans, charts, drawings, calculations, tables, Forms and data stored in any means and includes the Software.

Hardware means computers, servers, equipment, devices and/or physical components for use with the Software, Hardware and Services.

Initial Term means that period of time first specified in the Order Form commencing on either a registration code being issued (for a deployed software package) or login being issued (for an online software package).

Operating System means the system software that is required to operate the licensed Software as specified in an Order Form.

Order Form means the Order Form, amendments or attachment to these terms and conditions that sets out details including the Customer, Software, Services, Initial Term and Fees payable.

Software means the software specified in the Order Form marked as being provided to the Customer or any other software or products that have that been provided by FTR and are being used, or capable of being used, by the Customer.

Support Plan means the level of Support Services outlined in an Order Form.

Tax means any tax, levy, impost, deduction, charge, rate, duty or withholding which is levied or imposed by the appropriate authority (local, state, federal or otherwise) from time to time, including any stamp, value added, goods and services or transaction tax, duty or charge, excluding taxes on profit or capital gains.

User or Named User means an individual or a device licensed and authorized to use the Software that is installed on single or multiple devices, regardless of whether the User is actively using the programs at any given time.
RCW 42.30.110

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.