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

Tuesday, August 14, 2018

ADDITIONAL AGENDA
Additional Agenda items will be acted upon following the Commissioners’ regular Agenda

ITEMS REGARDING PUBLIC HEALTH & HUMAN SERVICES
1) Confirm Director’s signature on Facility Rental Agreement with Grays Harbor College for Project Northland Training
2) Consider approval of request to advertise, interview, and hire Licensed Practical Nurse, Grade 12

ITEMS REGARDING SHERIFF’S OFFICE
3) Consider approval of request to purchase camera parts

ITEMS REGARDING COUNTY FAIR
4) Consider approval of Contract with Pitchwood, Inc. to operate a beer garden during the 2018 and 2019 fair

ITEMS REGARDING GENERAL BUSINESS
5) Consider approval of Amendment #2 to Contract for Services with Pacific County EDC
6) Consider approval of Vendor Claims, Warrants Numbered 143106 thru 143190 in the amount of $579,510.99

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

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

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

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

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<th>BOCC ACTION:</th>
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**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** Health  
**OFFICIAL NAME & TITLE:** Mary Goelz, Director  
**PHONE / EXT:** 2644

**SIGNATURE:**  
**DATE:** 8/9/18

**NARRATIVE OF REQUEST**

Request the Board approve the signature of the Director on a Facility Rental Agreement with Grays Harbor College. The department is renting space from the college to provide a three day training related to prevention classes. Due to the timing of the training and the rental it was important to have this agreement signed prior to the 8/14/18 board meeting. The cost of the rental and training is covered by a grant and is in the adopted budget.

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

Confirm Director's signature on Facility Rental Agreement with Grays Harbor College for Project Northland Training to be held August 13 thru 15, 2018
Name of Contractor: Grays Harbor College

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

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

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

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

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

- Public Works Project (RCW 39.04):
  - ☐ Limited PW Process (<$35,000)
  - ☐ Limited PW Process (<$40,000)
  - ☐ Small PW Process (<$300,000)
  - ☐ PW Project (>=$300,000)
- Equipment, Materials, & Supplies (RCW 36.32):
  - ☐ <$5,000 (attach 3 bids)
  - ☐ $5,000-$25,000 (use small works roster)
  - ☐ >$25,000 (competitive bids)
- Services / Leases:
  - ☐ Architectural & Engineering
  - ☐ Lease (Personal Property i.e. copier, printer)
  - ☐ Telecomm & Data Processing
  - ☐ Personal Services
  - ☐ Lease (Real
  - ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

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

☐ RFP
☐ RFQ
☐ Franchise
☐ Annexation
☐ Ordinance
☐ Resolution
☐ Appeal
☐ Inventory Acquisition/Disposal
☐ Tort Claim
☐ Call for Bids
☐ Open Space
☐ Post, Advertise, & Fill Position
☐ Other (please describe): Rental agreement to use the space for a training in August

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 #:118 XXX.XXX.XX.XX

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

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

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

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

Thank you for choosing Grays Harbor College to host the Project Northland Training. We appreciate your patronage and look forward to welcoming you to our campus. This document will serve as our rental agreement, outlining participating party’s rights and responsibilities. Please read the document carefully, sign and return to Grays Harbor College, c/o Office of the Vice President for Administrative Services. Use of Grays Harbor College facilities and ancillary services are not guaranteed, and the agreement is non-binding, until such time as the following requirements are satisfactorily met:

1. All necessary paperwork is processed
2. The event has been approved
3. Payment has been received

The following terms and conditions are agreed between Grays Harbor College, hereafter referred to as the “College,” and Pacific County, hereafter referred to as the “Contractor”, and govern the Event in Room 101 on the campus of Grays Harbor College Riverview Education Center, August 13, 2018. Use of the area is limited to the hours of 8:00 a.m. – 5:30 p.m., which includes any needed time for event set-up and clean-up. The Contractor shall vacate the facility no later than 5:30 p.m., and is responsible for returning the area to the same condition as it was found when the renting schedule began. The College reserves the right to access the rented space at any time, and in exercising this right shall make reasonable efforts to avoid disruption of the Event. Contractor may not sublet or otherwise assign its responsibilities under this agreement to any third party.

1. Decorations
The use of decorations or application of materials to walls, ceilings, or floors is severely restricted. Any desire by the Contractor to make changes to the appearance of facility walls, ceilings or other facility surfaces must be identified during the completion of this contract and must be approved in writing in advance by the College and included as an attachment to the contract. Approved decorations will be affixed to facility surfaces using blue painter’s masking tape.

2. Cancellation
   Contractor’s Rights
   In the event of a need to cancel an approved event, the Contractor may receive a full refund of payments made for this contract if said cancellation is received in writing within 10 business days of
the planned event. Cancellations made within the 10 business day window and up to the day before
the planned Project Northland Training, for any reason, will receive a refund, less 10 percent the value
of the approved contract. Cancellations on the day of or the day before an approved event will not
receive a refund.

College Rights
The primary goal of the College is to deliver educational services to enrolled students (GHC Operational
Policy 516). The College retains the right to determine if an organization renting the facilities or its
event would be in conflict with any of the College services, curriculum, or applicable local, state, or
federal laws. If, at any time between the execution of this agreement and the date of the planned
event, the College determines a conflict exists, the College reserves the right to cancel this agreement
effective immediately. In the event of a refusal to rent or a cancellation there shall be no claim or right
to damages or compensation related to perceived loss, damage, or expenses ensuing to the Contractor
as a result of the refusal or cancellation.

3. Parking
All vehicles must park in legal parking spaces. No vehicles are allowed to be parked in fire lanes, roadways or
other no parking areas.

4. Insurance
The Contractor must provide Certification of Insurance of general liability insurance in the amount of
$1,000,000 minimum coverage on each occurrence, insuring the Contractor and listing Grays Harbor College
as an additional insured. In the event that the Contractor requests to serve alcohol at the Event the Certificate
of Insurance must include a liquor liability coverage provision. The certificate documentation must be
provided to the College ten business days prior to the start of the event date. If the certificate documentation
has not been provided to the College, the College reserves the right to terminate the Facility Rental
Agreement and the Contractor will forfeit payments related to this contract.

5. Damages and/or Loss of College Property
The contractor assumes responsibility, and shall be liable, for all damaged, stolen or lost property used in
support of the facility and used by Pacific County, as identified in this Facility Rental Agreement. The College
will identify and verbally communicate the extent of lost, stolen or damaged property within 48 hours of the
completion of the event. Written communication outlining the damages, including an invoice for associated
costs for repair or replacement, will be mailed to the Contractor within 7 business days. The Contractor shall
be liable for all such damages and losses. “Damage” includes, but is not limited to, decorations or other items
attached to the walls or floors and excessive rubbish left in or near the facilities after use. The College will not
be responsible for theft or damage to personal or group property, equipment, clothing, and etc. belonging to
the Contractor, its agents, officers, employees or persons associated with the Contractor’s event.

6. Hold Harmless Agreement
By entering into this Facility Rental Agreement, the user shall protect, save, indemnify, and defend the College
from and against any and all claims, demands, causes of action, suits or legal judgments (including costs and
expenses incurred in connection therewith, and including any costs and expenses incurred by the College in
establishing its rights to indemnification) for deaths or injuries to persons, or for loss of or damage of property
arising out of or in connection with the use and occupancy of the College’s premises by the Contractor, its
agents, servants, employees, or invitees. In the event of any claims made or suits filed, the College shall give
the Contractor prompt notice thereof. Each party to this agreement shall be responsible for its own acts
and/or omissions and those of its officers, employees, and agents. No party to this agreement shall be
responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

7. Americans with Disabilities Act and Other Nondiscrimination Laws
Grays Harbor College operates in compliance with the Americans with Disabilities Act (ADA). The College’s
facilities and services will be reasonably accessible to persons with disabilities who are expected to attend.
Grays Harbor College is not responsible for the accommodation needs of Contractor’s program. It is the
Contractor’s responsibility to provide auxiliary aids and services, such as sign language interpreters, etc. and
pay the cost thereof. Contractor further agrees to comply with all applicable federal, state, and local
nondiscrimination laws.

8. Security
The College reserves the right to establish the level of security required to host the Event. If an Event requires
security, the Contractor is responsible for arranging for the procurement of and paying for the cost of security.
On or before the 10th business day before the Event, the contractor will provide details, in writing, to the
college regarding the security services obtained.

10. Payment Schedule
Payment is due in full 10 days prior to the event. Failure to render payment by the due date will result in
cancellation of the reservation. Upon the completion of the event, the College will inspect the facility for loss
and damage as stated in #5 Damages and/or Loss of College Property. Full payment by the Contractor will be
due within ten business days of receiving the damages invoice.

The terms of this agreement are subject to the laws of the State of Washington and all governing federal laws,
and the Contractor agrees to adhere to them. The Contractor acknowledges and consents to the jurisdiction
of the courts of the State of Washington in any actions arising under this agreement, and to venue in Grays
Harbor County.

No oral promises have been or will be made unless endorsed in a written agreement. Alterations and
amendments to the Facility Rental Agreement must be made in writing and agreed upon by both the
Contractor and the College.

A signed copy of this agreement will be returned to the Contractor.
The Contractor’s signature below indicates that the Contractor has read and understands the Facility Rental Agreement, agrees to all of its terms and conditions, and certifies the information on the application is correct.

**Contractor/Organization:**

- **Mark M. Gore**
- **PO Box 26**
- **South Bend, WA 98586**
- **mgo@co.pacific.wa.us**
- **360-875-9343**
- **360-589-9061**

**Date:** 8/7/18

**Grays Harbor College Representative:**

- **Vice President for Administrative Services**

Please return your signed Facility Rental Agreement within ten business days of date received to:

- **Penny James**
- **Assistant to Vice President**
- **Administrative Services**
- **1620 Edward P. Smith Drive**
- **Aberdeen, WA 98520**
- **penny.james@ghc.edu**
- **360-538-4034 Telephone 306-538-4298 FAX**

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4|Page contract #2018-059
8/1/18

Invoice No. 2018-059

Project Northland Training, August 13, 2018

<table>
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<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>9.5 hrs</td>
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<tr>
<td>1</td>
<td>Admin/Setup Fee</td>
<td>$35.00</td>
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<tr>
<td>1</td>
<td>IT Fee</td>
<td>$35.00</td>
<td>$35.00</td>
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|                      | Subtotal                                  | $127.00    |
|                      | Sales Tax 8.93%                           |           |
|                      | Total Due                                 | $127.00    |

Please remit payment to:  
CASHIER  
Grays Harbor College  
1620 Edward P. Smith Drive  
Aberdeen, WA 98520  
Or by phone: 360-538-4040

Due upon receipt

Grays Harbor College

Internal Use Only

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<tr>
<th>Amount</th>
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<tr>
<td>$127.00</td>
<td>FR</td>
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AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Health
OFFICIAL NAME & TITLE: Mary Goetz, Director
SIGNATURE: 
DATE: 8/9/18

NARRATIVE OF REQUEST
Request the Board approve the request to advertise, interview and hire a Licensed Practical Nurse, grade 12, step 1, 0.8 FTE. This is a position that will replace the LPN position we currently have but at a 0.8 FTE vs the 0.6 FTE. This position will soon be vacated as the current staff person has decided not to return to be a clinic nurse vs a school nurse which is no longer an option. We have had two Registered Nurse positions open since the first of the year. With the 0.6 position and two open 0.8 positions we will not need to have a supplemental request to increase our overall FTE assignments. The cost of the position will be covered by programs currently provided within the adopted budget.

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

Approve request to advertise, interview, and hire Licensed Practical Nurse, Grade 12 Step 1, 0.8 FTE, subject to adequate budget appropriations
**AGENDA REQUEST FORM**

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

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Agenda Item#: ADDL 3

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:** Sheriff's Office

**OFFICIAL NAME & TITLE:** Denise L. Rowlett

**PHONE / EXT:** 2293

**SIGNATURE:** [Signature]

**DATE:** 8/9/2018

**NARRATIVE OF REQUEST**

Request the BOCC approve the purchase of camera parts relating to jail security, not to exceed $200.00, out of fund 125. This was included in the fy2018 approved budget and a supplement will not be needed.

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

Approve request to purchase camera parts related to jail security, not to exceed $200, to be paid from Capital Improvement Fund 125
# Agenda Request Form

**AGENDA REQUEST FORM**

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□ SUBJECT TO DECREASED BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/withdrawn □ DEFERRED TO: ____________________________

□ CONTINUED TO DATE: ___________ TIME: ____________________________

□ OTHER: ____________________________

**Agenda Item #:** ADDL 4

**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:** County Fair  **DIVISION (if applicable):**

**OFFICIAL NAME & TITLE:** Bill Monohon, Manager/mg  **PHONE / EXT:**

**SIGNATURE:** ________________________  **DATE:** 8/10/2018

**NARRATIVE OF REQUEST**

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

Approve Contract with Pitchwood, Inc. to operate a "beer garden" at the 2018 and 2019 County Fair, subject to receipt of rental fee, required insurance, copy of liquor license and Safety Requirements Application.
Name of Contractor: Pitchwood, Inc.
Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): Contract [for beer garden]

☐ 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) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ___________________________

Exceptions to Bidding (Please provide appropriate documentation):

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

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggybacking")
Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access 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): $50.00
TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #001 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
CONTRACT
BETWEEN PACIFIC COUNTY FAIR
AND
PITCHWOOD, INC.

THIS CONTRACT is made by and between Pitchwood, Inc. ("VENDOR") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS CONTRACT allows the VENDOR to operate a “beer garden” at the 2018 and 2019 County Fair from the hours of 1:00PM to 9:00PM.

THE VENDOR AGREES AS FOLLOWS:

1. The VENDOR will lease the following described space during the 2018 and 2019 Pacific County Fair: Fenced enclosure between the Commercial Building and the Willapa Valley Booster Club building.

2. Pay 100% of the total rental fee in the amount of one hundred fifty dollars ($150) per year upon signing the CONTRACT. Checks must be payable to the Pacific County Fair. There will also be 20% of total profit (after expenses) due upon completion of the Fair each year.

3. A Certificate of Liability Insurance (in accordance with Section 18) and Form W-9 (attached) shall be submitted to the Commissioners’ Office with the signed CONTRACT by 12:00PM on Friday, August 10, 2018 and by 12:00PM on Friday, July 12, 2019 for the 2019 Pacific County Fair.

4. To provide staff to assure safety during the hours of operation (1:00 PM-9:00 PM) daily per ATTACHMENT C of the PACIFIC COUNTY FACILITY USE SAFETY REQUIREMENTS APPLICATION, attached here as Attachment A. The application must be submitted to the Fair Manager by 12:00PM on Monday, August 13, 2018 and by 12:00PM on Friday, July 12, 2019 for the 2019 Pacific County Fair for submittal and approval by the Board of County Commissioners.

5. Be in compliance with Title 314 Washington Administrative Code for the WA State Liquor Control Board.

6. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods/drinks sold.

7. VENDOR shall ensure that no alcoholic beverages are remove from the designated beer garden area by patrons except by its employees and agents. No alcoholic beverages are allowed to be removed from the fenced area by patrons.

8. Provide the COUNTY with a copy of Liquor License issued by the WA State Liquor Control Board enabling the sale of alcohol at the Pacific County Fairgrounds before opening.

9. The beer garden shall be cordoned off at all times and minors shall not be allowed to enter at any time.

10. VENDOR shall obtain a Temporary Food Service License from the Pacific County Department of Community Development. This is the responsibility of the VENDOR. Failure to have license will result in a late fee to be charged by said department and possible shut down of beer garden, should VENDOR fail to obtain said license. Temporary Food Service License Application can be obtained from Department of Community Development; 360/875-9356, Monday through Thursday 7:30AM to 12:30PM.
VENDOR shall also ensure that one person with a valid food worker’s card is present at all times during the beer garden hours of operation. Food handler card(s) must be available for the Community Development Food Inspector to check during a food inspection (Chapter 246-217 WAC). Food handler’s cards can be obtained from the Department of Community Development; 360/875-9356, Monday through Thursday 7:30AM to 12:30PM.

The Food Inspector will be visiting the Fairgrounds throughout the Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector’s decision is final and will be upheld by the Fair staff.

11. The VENDOR shall not employ at the Fair persons required to register under Chapter 9A.44.130 RCW.

12. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.

13. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. VENDOR must keep leased area neat and orderly at all times. VENDOR and its help must be neat and tidy in their dress and fully clothed, including shoes. Safety personnel must adhere to dress requirements included in ATTACHMENT C of the PACIFIC COUNTY FACILITY USE SAFETY REQUIREMENTS APPLICATION.

14. Remove all debris and temporary structures from County Fair property by 2:00PM on the Sunday following the close of the Fair or secure written permission to further hold leased space and later remove said property, or said property shall be forfeited to the County at its option.

15. IMDEMNIFICATION/HOLD HARMLESS

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

B) Survival of VENDOR’s Indemnity Obligations. The VENDOR agrees all VENDORS’s indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.
16. ATTORNEY’S FEES/COST OF SUIT AND VENUE

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

A) Disputes. Differences between the VENDOR 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 VENDOR shall be decided by the COUNTY’S CONTRACT representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S CONTRACT representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

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

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

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

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.

17. INSURANCE

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

A) General Liability Insurance. VENDOR 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) Liquor Liability. Vendor shall provide liquor liability insurance with a limit of nor less than $1,000,000 per occurrence

C) Workers’ Compensation Insurance. VENDOR shall, at its own expense, maintain Workers’ Compensation Insurance (statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).
D) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

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

18. PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 VENDOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the VENDOR agrees to make them promptly available to the COUNTY. If the VENDOR considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the VENDOR 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 VENDOR 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 VENDOR (a) of the request and (b) of the date that such information will be released to the requester unless the VENDOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the VENDOR 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 VENDOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the VENDOR for releasing records not clearly identified by the VENDOR as confidential or proprietary. The COUNTY shall not be liable to the VENDOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

19. CAUSE FOR TERMINATION: This contract may be terminated by the COUNTY if:

A) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this CONTRACT.

B) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this CONTRACT or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the VENDOR that is not first disclosed and approved by the COUNTY in public meeting.

C) Termination by the COUNTY as otherwise provided for in this CONTRACT.
VENDOR agrees that VENDOR will perform services under this CONTRACT as an independent VENDOR and not as an agent, employee, or servant of COUNTY. The parties agree that VENDOR is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control VENDOR’S own activities in providing services in accordance with the specifications set out in this CONTRACT. COUNTY shall only have the right to ensure performance. VENDOR agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

20. COMPENSATION The COUNTY agrees to pay the VENDOR the sum of $50 (fifty dollars) for providing a “beer garden” at the conclusion of the 2018 and 2019 Pacific County Fairs.

THIS CONTRACT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this CONTRACT.

FURTHER, THIS CONTRACT may be renewed for the 2020 and 2021 Pacific County Fairs, upon the same terms and conditions set forth herein, or as amended.

The VENDOR may not delegate or assign their duties or rights without written permission of the COUNTY.

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

For the COUNTY: Kathy Spoor, County Administrative Officer/Risk Manager  
P O Box 187  
South Bend, WA 98586  
360/875-9334

For VENDOR:  
Pitchwood, Inc.  
Kaley Hanson  
74 Washington Cemetery Road  
Raymond, WA 98577

IN WITNESS WHEREOF, representatives of both the COUNTY and the VENDOR executed this CONTRACT on the date(s) so noted below.

PITCHWOOD, INC.  

Signature ____________________ Date ____________

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chairperson ____________________

Frank Wolfe, Commissioner ____________________

Lisa Ayers, Commissioner ____________________

APPROVED AS TO FORM

Prosecutor’s Office ____________________ WSBA # ____________________

ATTEST:

Marie Guernsey, Clerk of the Board ____________________ Date ____________
AGENDA REQUEST FORM

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<tr>
<th>TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD</th>
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<tr>
<td>BOCC ACTION: □ APPROVED □ DENIED</td>
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<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
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<td>□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:</td>
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**Agenda Item #: ADDL 5**

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

**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** General Administration  
**DIVISION (if applicable):** .09-fund 126

**OFFICIAL NAME & TITLE:** Kathy Spoor, CAO  
**PHONE / EXT:**

**SIGNATURE:** [Signature]

**DATE:** 8-10-18

**NARRATIVE OF REQUEST**

Attached for your consideration is the 2nd amendment to a .09 contract with the EDC. This contract is for personnel time for targeted marketing and was recommended by PCOG and approved in 2015. The contract end date had been amended to be June 30, 2018. The EDC has a remaining balance of $3,938.75 and have requested the end date be amended to the December 2018.

This was budgeted in the 2018 budget and will not require a supplement.

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

Move to approve Amendment #2 to the Pacific County Economic Development's .09 Contract extending the end date of the contract to December 13, 2018.
Name of Contractor: Pacific County Economic Development Council (EDC)

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract for Services between Pac Co and the EDC, Amendment No. 2

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

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

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

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

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

Equipment, Materials, & Supplies (RCW 36.32): ☐ <$5,000 (attach bid) ☐ $5,000-$25,000 (see small works roster)
☐ >$25,000 (comprehensive 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: Personnel for targeted marketing

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)
☐ Single (Sole) Source Purchase* ☐ Special Facilities/Public Works 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): 3938.75

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:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
CONTRACT FOR SERVICES
Between
PACIFIC COUNTY, WASHINGTON
And
THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL
AMENDMENT No.2

THIS AMENDMENT No. 2 formally amends that certain Contract for Services made and entered into the 31ST of July, 2015, by and between the Board of Pacific County Commissioners ("BOARD") on behalf of Pacific County ("COUNTY"), and The Pacific County Economic Development Council ("RECIPIENT"), by revising Section 1, FUNDING, as follows:

Section 1-FUNDING

Up to a maximum of twenty four thousand dollars ($24,000) has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT's personnel expenses. The remaining balance is to be distributed as follows:

- A maximum of three thousand nine hundred thirty eight dollars and seventy five cents ($3,938.75) for personnel expenses not covered by other funding sources incurred from **July 1, 2018 through December 13, 2018**. Invoice and backup documentation must be received prior to December 14, 2018.

ALL OTHER PROVISIONS of the CONTRACT FOR SERVICES remain in full force and effect as per the CONTRACT dated June 31ST, 2015, and previous amendments thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

PACIFIC COUNTY ECONOMIC DEV COUNCIL

[Signature] 8/10/18
Jim Sayce, Exec Director Date

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chairman

APPROVED AS TO FORM:

Mark McClain
Prosecuting Attorney

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board
COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, August 14, 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

143106 thru 143190 $ 579,510.99

Warrants Dated: August 9, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

AUG - 9 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS