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

Tuesday, August 14, 2018  
9:00AM  
or as soon thereafter as possible  

AGENDA

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

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve regular meeting minutes of July 24, 2018

B) Approve Rainbow Valley Landfill Claims Vouchers  
Royal Heights Transfer Station, Inc. - $614.88  
PUD No. 2 - $38.83

CONTINUED PUBLIC HEARING – 9:00AM

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

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

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

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Scott Jacot, Juvenile Court Administrator
Tim Crose, Community Development Director

GENERAL PUBLIC IN ATTENDANCE

Nan Malin

CONSENT AGENDA

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

Approve regular meeting minutes of July 10, 2018

Approve Rainbow Valley Landfill Claims Vouchers, Royal Heights Transfer
Station, Inc. - $1,152.90, PUD No. 2 - $43.12 and City of Raymond - $685

PUBLIC HEARING – 9:01AM

Chair Olsen opened the public hearing to consider adoption of Ordinance No. 9
pertaining to Public Nuisances.

Nan Malin stood and was sworn in. She expressed her concerns and asked
questions regarding the proposed ordinance.

The Board discussed the proposed ordinance with Tim Crose, Community
Development Director.

Chair Olsen continued the public hearing to Tuesday, August 14, 2018 at 9:00AM
or as soon thereafter as possible.
LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

Royal Heights Transfer Station, Inc.  
114 Airport Road  
Raymond, WA 98577

VOUCHER # 2018-028  
APPROVAL DATE 8/14/2018

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Sub</th>
<th>Obj</th>
<th>Amount</th>
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<tbody>
<tr>
<td>5460</td>
<td>7/31/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>614.88</td>
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</table>

TOTAL 614.88

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 Babcock  
PRES.  
8/6/18

Reviewed by:

Maxine Guernsey  
COR.  
8/6/2018

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

Lisa R. Olsen  
Date  
8/7/18

Chairperson, Local Board of Health  
Pacific County, Washington
<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td></td>
<td>net 10</td>
<td>8/10/2018</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
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Balance Due $614.88
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<tr>
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<tr>
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<td>2</td>
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<tr>
<td></td>
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**Total gallons** 48000

**TOTAL** $614.88
# CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

**PUD No. 2**

**Voucher #** 2018-029

**P O Box 472**

**Approval Date** 8/14/2018

**Raymond, WA 98577**

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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

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<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
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<td></td>
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<td>UTILITIES</td>
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<td>537</td>
<td>10</td>
<td>41</td>
<td>39.83</td>
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**Total** 39.83

---

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** 8/6/18

Reviewed by:

**Signature** [Signature]

**Title** [Title]

**Date** 8/16/2018

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**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** 8/7/18

Chairperson, Local Board of Health
Pacific County, Washington
PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY

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

***************AUTO**SCH 5-DIGIT 96531
LARRY BAILE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Account Number 19983
Statement Date 07/24/2018

Billing Summary

Previous Balance 43.12
Payment Received 07/16/18 43.12 CR
Balance Forward 0.00
Current Charges Due By 08/13/18 38.83
Total Due 38.83

Messages
NEW HOURS MON-THURS 7AM-6PM CLOSED FRIDAYS

Meter #: A34390
LOC: 14090804-1
Addr: RAINBOW VALLEY LANDFILL
Rate Class: 020

Meter Reading Details
Meter A34390

<table>
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<tr>
<th>Current KWH Reading</th>
<th>07/15/18</th>
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<tr>
<td>Total KWH Usage</td>
<td>135</td>
<td></td>
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<tr>
<td>Days Served</td>
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Detail of Charges

<table>
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<td>135 kWH x 0.072800</td>
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<tr>
<td>Elec Basic Charge</td>
<td>29.00</td>
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<td><strong>Total This Service</strong></td>
<td><strong>38.83</strong></td>
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MO | Jul 17 | Aug 17 | Sep 17 | Oct 17 | Nov 17 | Dec 17 | Jan 18 | Feb 18 | Mar 18 | Apr 18 | May 18 | Jun 18 | Jul 18 |
---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
Usage | 161 | 155 | 130 | 127 | 198 | 215 | 302 | 484 | 313 | 270 | 255 | 194 | 135 |
Avg/Day | 6 | 4 | 5 | 5 | 6 | 7 | 10 | 15 | 12 | 9 | 9 | 6 | 5 |

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
</table>

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: 19983
Due Date: 08/13/2018
Amount Due: 38.83
Warm Heart Donation
Amount Paid ONLY IF DIFFERENT THAN AMOUNT DUE

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

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

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

Initial: ____________ Date: ____________

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

**DISTRIBUTION LIST:**

- □ RF
- □ CF
- □ SEA
- □ Assessor
- □ DPW
- □ NDC
- □ Superior Court
- □ Auditor
- □ EMA
- □ PACCOM
- □ Treasurer
- □ 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.

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Local Board of Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td></td>
</tr>
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</table>

**SIGNATURE:**

**DATE: 8/6/2018**

**NARRATIVE OF REQUEST**

Open continued Public Hearing
Swear in those wishing to testify/comment
Open public comment portion
Close public input/hearing
BOCC discussion

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

Adopt Local Board of Health Ordinance No. 9 pertaining to Public Nuisances which shall take effect the 28th day of August, 2018 and Local Board of Health Ordinance No. 4 shall be repealed the same day

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
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 28th 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, August 14, 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)

CONSENT AGENDA (Items 1-9)

Department of Community Development
1) Approve hire of Gabriel See, Environmental Health Specialist, Grade 14 Step 1, effective August 6, 2018
2) Approve Amendment #2 to Contract #17-09770 with WA State Department of Fish & Wildlife and Amendment #2 Interagency Agreement MRC 17-19 with Pacific Conservation District

Health & Human Services Department
3) Approve Amendment #1 to Contract #2016-19 Boys and Girls Club with the Boys and Girls Club of the Long Beach Peninsula
4) Approve Amendment #3 to Contract #2017-19 CAP with Coastal Community Action Program

Clerk’s Office
5) Approve disposal of typewriter

Prosecutor’s Office
6) Confirm hire of Dawn Spoor, Legal Assistant, Grade 10 Step 7, effective August 6, 2018

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

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

Pacific County is an Equal Opportunity Employer and Provider
General Business
7) Confirm Chair's signature on the Contacts, Authorized Signatures, Service Area, and Estimated clients form for the 2018 Title X Subrecipient Recruitment Plan for Health & Human Services Department
8) Approve regular meeting minutes of July 24, 2018
9) Approve Vendor Claims; Warrants Numbered 142931 thru 143004 in the amount of $174,488.59 and Numbered 143005 thru 143105 in the amount of $275,371.44

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
10) Consider approval of request of Facility Use Application with the Tenino Football Unity Camp; authorize Chair to sign
11) Consider approval of request of Facility Use Application with Port of Ilwaco; authorize Chair to sign
12) Consider approval of request of Facility Use Application with Jessica Hargadine; authorize Chair to sign
13) Consider approval of request to surplus and sell vehicles
14) Consider approval of request to surplus riding lawn mowers

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT
15) Consider approval of request to purchase two laptop computers

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
16) Consider approval of Intergovernmental Agreement #2018-19 PX South Bend Police Department

ITEMS REGARDING COUNTY FAIR
17) Consider approval of request to surplus mower to Parks and purchase new Husqvarna riding lawn mower

ITEMS REGARDING AUDITOR’S OFFICE
18) Consider approval of request to offer a payroll deduction to employees for Thorbeckes Gym

ITEMS REGARDING SUPERIOR COURT
19) Acknowledge resignation of Mike Turner from Indigent Defense Contract and consider approval of Indigent Defense Contract with Edward Penoyar

ITEMS REGARDING SHERIFF’S OFFICE
20) Consider approval of Interagency Agreement #U19-002 with Washington State Military Department; authorize Chair to sign
21) Consider approval of request to reimburse City of Raymond Police Department and City of Raymond Fire Department

ITEMS REGARDING VEGETATION MANAGEMENT
22) Consider approval of request to rescind wage adjustment for Cody Buchanan

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.
ITEMS REGARDING BOARDS AND COMMISSIONS

23) Consider approval of the appointment of William Eisaman to the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS

24) Consider approval of Tourism Service Contracts with North Coast Food Web, Northwest Carriage Museum, PC Economic Development Council and the PC Tourism Bureau

EXECUTIVE SESSION

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

PUBLIC HEARINGS – 10:00AM

26) Consider adoption of Ordinance No. 185 Enacting Chapter 9.46 RCW Gambling -1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F

27) Consider adoption of Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images

28) Consider adoption of Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges

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**

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

**DISTRIBUTION LIST:**

- ☐ RF
- ☐ CF
- ☐ SEA
- ☐ Assessor
- ☐ Auditor
- ☐ Clerk
- ☐ Civil Service
- ☐ DCO
- ☐ DPW
- ☐ PCEMA
- ☐ Health
- ☐ Juvenile
- ☐ NDC
- ☐ PACCOM
- ☐ PC Fair
- ☐ SDC
- ☐ PAC
- ☐ PC Fair
- ☐ Treasurer
- ☐ Legal Required

**AGENDA ITEM REQUEST**

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>DCD</th>
<th>DIVISION (if applicable): Environmental Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Shawn Humphreys, Deputy Director</td>
<td>PHONE / EXT: 875-9356</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
<td>DATE: 8/1/2018</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

FYI-Department has hired Gabriel See to fill the vacant environmental health specialist position at G14, S1. His start date is 8/6/2018.

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

Revised 2/2015

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

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ________________________

□ CONTINUED TO DATE: ________________________  TIME: ________________________

□ OTHER: ________________________________________________________________

Initial: ________________________  Date: ________________________

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

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.

□ DCP  □ NDÇ  □ 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: Community Development  DIVISION (if applicable): Planning

OFFICIAL NAME & TITLE: Shawn Humphreys  PHONE / EXT: 875-9356

SIGNATURE: ________________________  DATE: 7/23/2018

NARRATIVE OF REQUEST

The Department requests that the Board approve amendment No. 2 to Contract No. 17-09770 with the Washington Department of Fish and Wildlife (WDFW). The contract is to support the administrative work of the This amendment will subtract $2,720 of MRC capacity funding for a new total contract of $72,000. The Statement of work tasks will also be amended. This work is performed by the Conservation District through and interagency agreement with the County.

The Department requests that the Board approve amendment #2 (MRC 17-19) to the interlocal agreement with the Conservation District to subtract $2,720 and amend the Description of Services for work performed under Contract No. 17-09770.

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

Approve Amendment #2 to Contract #17-09770 with WA State Department of Fish & Wildlife and authorize Chair to sign and approve Amendment #2 Interagency Agreement MRC 17-19 with Pacific Conservation District

Revised 2/2015

Exhibit A to Contract/Agreement/Grant Review Policy
CONTRACT AMENDMENT

TITLE: Pacific County MRC 17-19
CONTRACTOR: Pacific County
WDFW NUMBER: 17-09770
AMENDMENT NUMBER: 2
AMENDMENT VALUE: <$2,720.00>
AMENDMENT EFFECTIVE DATE: June 1, 2018
CONTRACT END DATE: June 30, 2019

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

AMEND Agreement Section – E | Compensation/Payment

The Agreement value is decreased by $2,720.00 for work authorized under this Amendment.

This Amendment brings the AWARD allowed under this Agreement to $72,000.00

AMEND Attachment C | Statement of Work

- Amends Task 5.
- Removes Task 8 in its entirety.
- Amends Task 9
- Adds new Task 10

Projects—Task 5: Pacific County High Schools Marine Club and Knowledge Competition

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

Cost: $1,000 (3-year sum)

$4,000 (1-year sum)

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

Projects—Task 8: PCMRC Website Maintenance

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

Cost: $320

Deliverable 8a: Submit a final report form and present to the board. (Due June 30, 2018, June 30, 2019)
Projects - Task 9: Three-Day Summer Institute with Pacific Education Institute (PEI)
The Pacific County MRC will collaborate with PEI on a three-day workshop for teachers in Pacific County to utilize in the following school year. Teachers will learn about ocean literacy principles #2 - The Ocean and Life in the Ocean Shape the Features of Earth, and #6 - The Ocean and Humans Are Inextricably Interconnected. Teachers will take students on field trips and report back to the PCMRC. This task addresses the program benchmarks: Marine Life, Coastal Communities, Marine Habitats, Marine and Fresh Water Quality and Education and Outreach. Cost: $1,600 $1,900

Deliverable 9a: A brief summary of the workshop with pictures of Pacific County teachers that attended. (Due June 30, 2019)

Deliverable 9b: Submit a final report form and present to the board. (Due June 30, 2019)

Projects - Task 10: West Sands Island Cleanup
The Pacific County MRC will support Long Beach Elementary AmeriCorps, Nathan Moore, on his effort to cleanup West Sands Island. PCMRC will help provide garbage bags, pay tipping fees, dumpster fees and volunteer in any way needed. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal. Cost: $1,300

Deliverable 8a: A brief summary of the event with pictures of the clean-up. (Due June 30, 2019)

Deliverable 8b: Submit a final report and present findings to the PCMRC Board. (Due June 30, 2019)

No other changes authorized under this Amendment.

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

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

PACIFIC COUNTY

WASHTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

SIGNATURE AND DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

CMS No. 18-11076
Page 2 of 2
INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District
Amendment #2 (MRC 17-19)

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

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

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

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

1. DESCRIPTION OF SERVICES. The District shall: Complete the scope of work and project deliverables by the deadlines as described within AMEND Attachment C: Statement of Work in Amendment #2 of WDFW Contract # 17-09770.

2. PAYMENT. The County agrees to reimburse the District for eligible costs not to exceed $72,000 to perform the services from the time period of July 1, 2017, through June 30, 2019. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

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

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

LISA OLSEN, CHAIR

FRANK WOLFE, COMMISSIONER

LISA AYERS, COMMISSIONER

ATTEST:

MARIE GUERNSEY, CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

CHAIR

DATE

DATE
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item#: 3

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 □ Vag Mgmt
□ Civil Service □ Health □ SOC □ WSU Ext. □ Other
□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: __________________________ DATE: 7/31/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #1 to contract # 2016-19 Boys and Girls Club. This amendment adds funds for FFY 2018 and FFY 2019. The contract provides funding for Boys and Girls Club to provide after-school programs for teens in south county and also provides funds to provide childcare for parenting classes. These funds are included as part of our approved 2018 budget and and grant funded through DBHR and DFC. We also updated the statement of work to reflect the change in reporting requirements for these programs. Please contact me at 2648 with any questions.

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

Approve Amendment #1 to Contract #2016-19 Boys and Girls Club with the Boys and Girls Club of the Long Beach Peninsula, subject to adequate budget appropriations

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Boys & Girls Club

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): 2016-19 Boys and Girls Club- amendment #1

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

Indicate type:erta
- Intergovernmental/Interagency
- Employment/Special Services Agreement
- Memorandum of Understanding/Agreement
- Interoffice/Interdepartmental
- Federal Contract
- Private Organization/Individual
- Public Organization/Jurisdiction
- Sub-Recipient
- Other

Contractor Type (check all that apply):  
- For-Profit
- Non-Profit
- State
- 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)
  - Small PW Process (<$300,000)
  - PW Project (> $300,000)

- Equipment, Materials, & Supplies (RCW 36.32):  
  - < $5,000 (attach 3 bids)
  - $5,000-$25,000 [see 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

- PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggyback")

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): 26,700

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

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
Contract #2016-19 Boys and Girls Club
Amendment #1

PURPOSE OF THE CHANGE: To amend the contract between Boys and Girls Club of the Long Beach Peninsula and Pacific County.

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

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #1.
2. Amends the statement of work as outlined in Exhibit C- Statement of Work- Amendment #1

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

__________________________________________  ________________________________
Lisa Olsen, Chairperson  Date

__________________________________________  ________________________________
Frank Wolfe, Commissioner  Date

__________________________________________  ________________________________
Lisa Ayers, Commissioner  Date

CONTRACTOR- Boys and Girls Club

__________________________________________  ________________________________
Signature  Date

____________________________
Title

Attest

____________________________
Marie Guernsey
Clerk of the Board
## Exhibit B - Budget Amendment #1

<table>
<thead>
<tr>
<th>DFC Funded (Federal Year)</th>
<th>Funding Period</th>
<th></th>
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<tbody>
<tr>
<td><strong>Childcare for Parenting Classes</strong></td>
<td>10/01/2016-9/30/2017</td>
<td>10/01/2017-9/30/2018</td>
</tr>
<tr>
<td>$1,350.00</td>
<td>$1,350.00</td>
<td>$1,350.00</td>
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</table>

<table>
<thead>
<tr>
<th>DBHR Funded (State Year)</th>
<th>Funding Period</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teen Center Coordination</strong></td>
<td>Sept 1, 2016-June 30, 2017</td>
<td>July 1, 2017-June 30, 2018</td>
</tr>
<tr>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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</table>
Contractor shall provide the following services:

<table>
<thead>
<tr>
<th>Activity/Program</th>
<th>Brief Description</th>
<th>How</th>
<th>Who</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of activity/program</td>
<td>Briefly state the main purpose of activity</td>
<td>How much? How often?</td>
<td>Who is this service for? How many people reached?</td>
<td>What are the reporting requirements related to this activity?</td>
</tr>
<tr>
<td>Boys &amp; Girls Club Teen Center</td>
<td>After school teen center</td>
<td>Once per week during school year</td>
<td>7-12th grade OBSD students</td>
<td>Monthly Report submitted in MINERVA</td>
</tr>
<tr>
<td>Childcare for Parenting Classes</td>
<td>Childcare for Triple P Seminars and other classes as scheduled</td>
<td>2-3 hours x 3-8 nights quarterly</td>
<td>Parenting Class attendees</td>
<td>Bi-annual DFC ME report submitted to WellSpring</td>
</tr>
</tbody>
</table>
AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services
DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director
PHONE / EXT: 2648

SIGNATURE: [Signature]
DATE: 7/31/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #3 to contract #2017-19 CCAP. This amendment provides a final budget for SFY 18, and adds funding (pass through from the state) for SFY 19. This contract covers housing/homeless services that CCAP provides in Pacific County funded with state and local recording fees. Please contact me at ext 2648 with any questions. Thank you!

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

Approve Amendment #3 to Contract #2017-19 CAP with Coastal Community Action Program, subject to adequate budget appropriations
Name of Contractor: Coastal Community Action Program

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Amendment #3 - Contract #2017-19 CCAP

☐ 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 (low small works rate)
  ☐ > $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):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118

EXPENDITURE BUDGETED?  ☑ Yes  ☐ No  ☐ Yes  ☐ No  ☐ 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 #2017-19 CCAP
Amendment #3

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

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

1. Amends the budget as outlined in Exhibit E- Budget- Amendment #3.
2. Replaces Exhibit B- Department of Commerce Guidelines with Exhibit B- Department of Commerce Guidelines Amendment #3.

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

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

PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chairperson   Date

Frank Wolfe, Commissioner   Date

Lisa Ayers, Commissioner   Date

CONTRACTOR- Coastal CAP

Signature   Date

Title

Attest

Marie Guernsey
Clerk of the Board
## Exhibit E - Budget - AMENDMENT #3

<table>
<thead>
<tr>
<th>Dept of Commerce Funding</th>
<th>Original Contract</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
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<tbody>
<tr>
<td>CHG: Admin</td>
<td>5,676</td>
<td>5,676</td>
<td>5,676</td>
<td>5,675.80</td>
</tr>
<tr>
<td>CHG: For Profit Rent</td>
<td>39,760</td>
<td>39,760</td>
<td>39,760</td>
<td>35,169.62</td>
</tr>
<tr>
<td>CHG: Other housing costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>CHG: Operations</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250.00</td>
</tr>
<tr>
<td>CHG: Operations (Housing Navigator)</td>
<td>11,375</td>
<td>11,375</td>
<td>11,375</td>
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<tr>
<td>TANF: For Profit Rent</td>
<td>13,773</td>
<td>13,773</td>
<td>13,773</td>
<td>13,826.00</td>
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<tr>
<td>TANF: Operations (Housing Navigator)</td>
<td>2,380</td>
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<td>11,042</td>
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<td>11,042</td>
<td>11,041.46</td>
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<tr>
<td>HEN: Housing Navigator</td>
<td>51,050</td>
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<td>94,431</td>
<td>94,431</td>
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### SFY 2018 (July 1, 2017-June 30, 2018)

<table>
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<tr>
<th>Dept of Commerce Funding</th>
<th>Original Contract</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
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<tr>
<td>CHG: Admin</td>
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<td>CHG: Other housing costs</td>
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<td>HEN: Housing Navigator</td>
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<td>-</td>
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</tr>
<tr>
<td>HEN: Operations</td>
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<tr>
<td>HEN: Rent &amp; Housing Costs</td>
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<td>-</td>
<td>-</td>
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### SFY 2019 (July 1, 2018-June 30, 2019)

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<td>13,450</td>
<td>13,450</td>
<td>13,450</td>
</tr>
<tr>
<td>Rent and Other Housing Costs</td>
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<td>44,664</td>
<td>44,664</td>
<td>44,664</td>
</tr>
<tr>
<td>North County Project Homeless Connect</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>AmeriCorps</td>
<td>10,000</td>
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### Document Recording Fees (179)

<table>
<thead>
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<th>Original Contract</th>
<th>Amend #1</th>
<th>Amend #2</th>
<th>Amend #3</th>
</tr>
</thead>
<tbody>
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<td>Admin</td>
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<tr>
<td>Rent and Other Housing Costs</td>
<td>44,664</td>
<td>44,664</td>
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<td>44,664</td>
</tr>
<tr>
<td>North County Project Homeless Connect</td>
<td>700</td>
<td>700</td>
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<tr>
<td>AmeriCorps</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

*updated 7/31/2018*
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: #375
DEPT/OFFICE: Pacific County Clerk

EQUIPMENT DESCRIPTION: IBM Wheelwriter 1000
LOCATION: Clerks Office-South Bend

MODEL NUMBER: SR 11-37A
SERIAL NUMBER: SR 11-37A 95

IS THIS EQUIPMENT STILL FUNCTIONING? ☐ YES ☒ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☐ YES ☐ NO

DISPOSAL

DISPOSAL DATE: 8/2/18
HOW DISPOSED: Via Tim Grugisitk
REASON FOR DISPOSAL: No longer working to garbage. For Disposal
IF SOLD, AMOUNT RECEIVED:
NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:
TRANSFERRED FROM (DEPT/OFFICE): 
TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc, where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplus, discarded, traded-in, transferred to another department, etc
Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☐ dispose ☒ transfer the above referenced inventory item was ☐ approved ☒ denied by the Board of Pacific County Commissioners at its meeting held on _____________.

Property Inventory Procedures.

Clerk of the Board

RECEIVED
PACIFIC COUNTY

AUG 2 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.
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: Dawn Spoor Phone Number: 360-875-9361

Physical Address: 300 Memorial Drive South Bend WA 98586

Mailing Address (if different): PO Box 45 South Bend WA 98586

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: WA

Department/Office: Prosecutor's Office

Position Title: Legal Assistant

Phone/Ext.: 360-875-9361 Start Date: 8/6/18

Union: Yes ☒ which? 367C No ☐ Grade: 10 Step: 7

Monthly ☒ Hourly ☐ Pay Rate: $3,554.00 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 7.23.18

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 __________

RECEIVED

PACIFIC COUNTY

JUL 25 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED
□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO:
□ CONTINUED TO DATE: _____________________ TIME: _____________________
□ OTHER: ___________________________________________________________

Agenda Item #: 7
Initial: _____________________ Date: _____________________
Review □ Clerk of the Board
□ Risk Mgmt
□ Legal Required

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
DIVISION (if applicable):

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

SIGNATURE: __________________________________________ DATE: 8/6/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Confirm Chair’s signature on the Contacts, Authorized Signatures, Service Area, and Estimated clients form for the 2018 Title X Subrecipient Recruitment Plan for Health & Human Services Department

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.
REQUESTED MEETING DATE: 8/14/2018
Form A: Contacts, Authorized Signatures, Service Area, and Estimated clients

Pacific County Public Health and Human Services Department

Mailing Address: P.O. Box 26
South Bend, WA 98586

Street Address: 1216 W. Robert Bush Drive
South Bend, WA 98586

Website: http://pacificcountyhealthdepartment.com/

Head of Organization: Lisa Olsen is the Chair of our Board of Commissioners

Title X Medical Director: Our Health officer is Dr. James Edstam. We currently have two providers, Marnie Schumacher ARNP, South Bend office; Shannon Marsh, ARNP Long Beach office.

Fiscal Contact: Kathy Langbratten
360-875-9343  
jedstam@co.pacific.wa.us

Title X Program Coordinator: Mary Goelz, Director
360-875-9343  
mgoelz@co.pacific.wa.us

Title X Clinic Coordinator: Michelle Kemmer, Health & Human Services Manager
360-875-9349  
mkemmer@co.pacific.wa.us

Other Contact for this Project: Enter name of person here
Enter title or position here. What should we contact them about?
Enter phone number here
Enter email address here

Signature of person authorized to sign contracts
Lisa Olsen
Chair Board of Commissioners
360-875-9334
lolsen@co.pacific.wa.us

Signature of person authorized to sign contracts
Mary Goelz
Director
360-875-9343
mgoelz@co.pacific.wa.us

Signature of person authorized to sign invoices
Mary Goelz
Director
360-875-9343
mgoelz@co.pacific.wa.us

Signature of person authorized to sign Invoices
Michelle Kemmer
Health & Human Services Manager
360-642-9349
mkemmer@co.pacific.wa.us

County or counties you proposed to provide Title X services in

Our intent with this proposal would be to provide family planning services to all of Pacific County. Our county population is just over 21,000 and covers an area approximately 1,224 square miles. We currently have offices in South Bend, which is in the north end of the county and Long Beach, which is in the south part of the county. We currently serve all areas of the county with our family planning program. Our plan is to continue to serve the entire county with the family planning funding.

Number of Title X Clients you estimate you will serve (See page 3 of our Clinic Visit Record manual for a description of Title X clients.) 150
Of your estimated Title X clients, how many do you estimate will be either < 20 years old or \(\leq 250\%\) of federal poverty level

\(< 20 = 35\%\) and

\(< 250\% = 95\%\)

Description of how you arrived at these estimates

We arrived at the potential number of clients served who are under the age of 20 based on our data from Ahlers in 2017. With this grant we are planning to increase both the promotion of our clinics along with the number of days clinics are available. We would hope to see closer to 45-50 youth under the age of 20.

As for the percentage of those with income under 250\% of the FPL, our client data from Ahlers in 2017 showed 100\% of our clients served were reported income under 250\% FPL. I would anticipate with increased advertising, number of clinic days available and increased number of insurance plans we contract with this percent would go down slightly.
Provide information for each site that will provide Title X services (Title X sites). Add or delete sites as needed.

1. Pacific County Public Health & Human Services Department
   1216 W. Robert Bush Drive
   South Bend, WA 98586
   Mary Goelz
   Director
   360-875-9343
   mgoelz@co.pacific.wa.us
   http://pacificcountyhealthdepartment.com/

   We are currently closed on Fridays other than the one Friday a month we provide family planning services. The hours of our Friday clinic are 8 am to 4:30 with lunch from 12:12:30. This will change should we be awarded this grant. We are currently closed from 12:30-1:30 for lunch.

2. Pacific County Public Health & Human Services Department
   7013 Sandridge Road
   Long Beach, WA 98631
   Michelle Kemmer
   Health & Human Services Manager
   360-642-9349
   mkemmer@co.pacific.wa.us

   This site is closed on Friday with the exception of one Friday a month for Family Planning services. We are closed for lunch from 12:00 to 1:00 pm.

3. Enter name of site
   Enter name of site contact person.
   Enter their title
   Enter their phone number
   Enter their email address

   Enter name of site
   Enter site address
   Enter City, WA Zip
   Enter Appointment Phone
   Enter service site website (URL)
   Enter anything else people should know about this site.

   Enter name of site
   Enter site address
   Enter City, WA Zip
   Enter Appointment Phone
   Enter service site website (URL)
   Enter anything else people should know about this site.
Form C: Title X Services Provided at Title X Sites

Pacific County Public Health and Human Services Department

Do not include services unless you will offer them as Title X services. Note that sterilization is not included in Washington State Title X services, please do not include it on this form.

For each service, use the drop-down box to choose the level that best describes how you provide it now and how you will provide it if you receive Title X funding.

Services preceded by * MUST be offered as Title X service at all of your Title X sites.

<table>
<thead>
<tr>
<th>Service</th>
<th>Level (choose from drop-down*)</th>
<th>If Title X funding is received</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education and Counseling</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Health promotion/Disease prevention</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Client-directed counseling and education on specific contraceptive methods</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Reproductive life plan counseling</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td><strong>Physical Assessment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Comprehensive health history</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Intimate partner violence screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Depression screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Diabetes screening</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Alcohol and other drug use screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Tobacco use screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Physical Examination</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Blood pressure</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* BMI</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Lab testing</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Notification and tracking of abnormal lab tests</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td><strong>Contraception</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Long acting reversible contraceptives (LARCs) (at least one LARC must be included at all of your Title X sites)</td>
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<td></td>
</tr>
<tr>
<td>Hormonal IUD-Liletta</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Hormonal IUD-Mirena</td>
<td>Provided at some sites</td>
<td>Title X service provided on-site at all Title X sites</td>
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<td>Service</td>
<td>Current</td>
<td>If Title X funding is received</td>
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<tr>
<td>----------------------------------------------</td>
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<td>--------------------------------</td>
</tr>
<tr>
<td>Hormonal IUD-Skyla</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Nonhormonal IUD-ParaGuard</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
</tr>
<tr>
<td>Hormonal implant-Nexplanon</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>*Other hormonal methods (Most must be included at all of your Title X sites)</td>
<td></td>
<td></td>
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<tr>
<td>3-month hormonal shot/injection-Depo</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
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<tr>
<td>Pill-combined hormone</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
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<tr>
<td>Progestin-only pill</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
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<tr>
<td>Patch</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
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<tr>
<td>Ring</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
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<td>Cervical cap</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
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<tr>
<td>Barrier</td>
<td>NOT paid for by Title X, referred inside our organization</td>
<td>Provided at all sites</td>
</tr>
<tr>
<td>* Male condom</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Female condom</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
</tr>
<tr>
<td>Sponge with spermicide</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
</tr>
<tr>
<td>Diaphragm with spermicide</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
</tr>
<tr>
<td>Spermicidal – spermicide alone</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Other methods of contraception</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural family planning/fertility awareness</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Basic information and counseling</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Advanced training on specific methods</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Lactational amenorrhea method (LAM)</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Describe other contraception methods you will offer as a Title X service here.</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td>Emergency contraception (at least 2 methods must be provided at all sites. One MUST be ella)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Ulipristal Acetate-ella</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Service</td>
<td>Current</td>
<td>If Title X funding is received</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>Levonorgestrel</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Nonhormonal IUD-ParaGuard</td>
<td>Not provided</td>
<td>PAID for by Title X, provided by referral to another organization</td>
</tr>
<tr>
<td><strong>Pregnancy-related services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Preconception health services</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Folic acid supplements</td>
<td>Not provided</td>
<td>NOT paid for by Title X, referred to another organization</td>
</tr>
<tr>
<td>* Achieving pregnancy services—basic</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Pregnancy diagnosis and options counseling</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td><strong>STI testing, treatment, and vaccines</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Chlamydia testing</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Chlamydia treatment</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Gonorrhea testing</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Gonorrhea treatment</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Syphilis testing</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Syphilis treatment</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Hepatitis B screening</td>
<td>Not provided</td>
<td>NOT paid for by Title X, referred to another organization</td>
</tr>
<tr>
<td>Hepatitis B vaccine</td>
<td>Provided at all sites</td>
<td>NOT paid for by Title X, referred inside our organization</td>
</tr>
<tr>
<td>Hepatitis C testing</td>
<td>Not provided</td>
<td>NOT paid for by Title X, referred to another organization</td>
</tr>
<tr>
<td>* HIV testing</td>
<td>Not provided</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>PrEP for HIV prevention</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td><strong>Cancer screening and prevention</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Cervical cancer screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Breast cancer screening</td>
<td>Provided at all sites</td>
<td>Title X service provided on-site at all Title X sites</td>
</tr>
<tr>
<td>HPV vaccine</td>
<td>Provided at all sites</td>
<td>NOT paid for by Title X, referred inside our organization</td>
</tr>
<tr>
<td><strong>Other immunizations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDAP</td>
<td>Provided at all sites</td>
<td>NOT paid for by Title X, referred inside our organization</td>
</tr>
<tr>
<td>Describe here</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td>Service</td>
<td>Level</td>
<td>If Title X funding is received</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td><strong>Gynecological problems and procedures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor gynecological problems</td>
<td>Provided at all sites</td>
<td>Provided on-site at all Title X sites</td>
</tr>
<tr>
<td>Special gynecological procedures</td>
<td>Not provided</td>
<td>NOT paid for by Title X, referred to another organization</td>
</tr>
<tr>
<td><strong>Additional adolescent services (All Title X services must be available to clients of all ages)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Confidential services</td>
<td>Provided at all sites</td>
<td>Provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Education on resisting coercion</td>
<td>Provided at all sites</td>
<td>Provided on-site at all Title X sites</td>
</tr>
<tr>
<td>* Encouraging family involvement</td>
<td>Provided at all sites</td>
<td>Provided on-site at all Title X sites</td>
</tr>
<tr>
<td><strong>Do you provide services to males?</strong></td>
<td>Provided on-site at all Title X sites</td>
<td>Provided at all sites</td>
</tr>
<tr>
<td><strong>Other services you will provide as Title X services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>describe other services here.</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td>describe other services here.</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td>describe other services here.</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
<tr>
<td>describe other services here.</td>
<td>Not provided</td>
<td>Not provided</td>
</tr>
</tbody>
</table>

Drop-down box choices are:

**Current**
- Not provided
- Provided at some sites
- Provided at all sites

**If Title X funding is received**
- Not provided
- Provided on-site at all Title X sites
- Provided on-site at some, but not all, Title X sites
- Paid for by Title X, provided by referral to another organization
- NOT paid for by Title X, referred to another organization
- NOT paid for by Title X, referred inside our organization
Form D: Information & Education Advisory Committee

Enter name of your organization here.

☐ Our information and education (I&E) committee meets the requirements of section 11 of the Program Requirements for Title X Family Planning and will serve the community participation function of our Title X project.

☐ Our I&E committee will review and approve all informational and educational materials developed or made available through our Title X work. This review and approval will follow our written process and will ensure that the materials are suitable for the population and community for which they are intended and are consistency with the purposes of Title X. No materials will be made available through Title X until they have been approved by our I&E committee.

☐ Our I&E committee members are:
  - Broadly representative of the community for which the materials are intended (in terms of demographic factors such as race, color, national origin, handicapped condition, sex, and age)
  - Knowledgeable about the community’s need for family planning services

☐ Our I&E committee will:
  - Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed
  - Consider the standards of the population or community to be served with respect to such materials
  - Review the content of the material to assure that the information is factually correct
  - Determine if the material is suitable for the target population or community
  - Establish a written record of its determinations

☐ We have assigned the review of factual, technical, and clinical accuracy to appropriate organization staff. (Lori Ashley, PHN/School Nurse)

Our I&E committee includes the following five to nine people:

   Sharon Madrid
   Clinic Lead FQHC
   Valley View Health Center FQHC
   Brianna Hays
   Behavioral Health Counseling
   Willapa Behavioral Health

2. Signature: ______________________  7. Signature: ______________________
   Staci Christen
   Pharmacist
   Sagen’s Pharmacy

3. Signature: ______________________  8. Signature: ______________________
   Sherry Franks
   PA Family Practice
   Pacific Family Medicine Center

   Greta McDougall
   Developmental Delays Coordinator of Services
   Developmental Disabilities Services, WA State

5. Signature: ______________________
   Amanda Bennett
   Administrative Assistant
   Pacific County General Administration

The next meeting of our I&E committee will be before the end of the year, 2018.
CALLED TO ORDER – 9:05 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Scott Jacot, Juvenile Court Administrator
Tim Crose, Community Development Director

GENERAL PUBLIC IN ATTENDANCE

Nan Malin

PUBLIC COMMENT - None

YEARS OF SERVICE

10 Years: Laurie Hobi (CLERK)

Juvenile Court Services

Approve Amendment No. 1 to Agreement with Cowlitz County regarding use of Juvenile Detention Facility – DEFERRED to meeting of August 14, 2018

CONSENT AGENDA (Items 2-5)

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

Prosecutor’s Office

Confirm hire of Joseph Faurholt, Deputy Prosecutor, Grade 15 Step 4, effective July 16, 2018
General Business

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

Approve regular meeting minutes of July 10, 2018

Approve Vendor Claims; Warrants Numbered 142711 thru 142826 in the amount of $298,681.41

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

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 re-advertising for the project as directed by WA State Department of Transportation Local Programs, subject to adequate budget appropriations

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

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

Authorize extension of Family Medical Leave through July 31, 2018 and approve request for Leave Credit Transfers and assign an expiration date of July 31, 2018-DEFERRED; action to be taken later in the meeting

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT No. 1 (Board of Supervisors)

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

Approve the Perpetual Non-Exclusive Stormwater System Easement from Robert & Cynthia Eck for property in the vicinity of 258th Lane
ITEMS REGARDING JUVENILE COURT SERVICES

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

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

ITEMS REGARDING NORTH DISTRICT COURT

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

Approve purchase of 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

ITEMS REGARDING SOUTH DISTRICT COURT

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

Approve purchase of laptop computer and printer, subject to adequate budget appropriations and approve the Purchase Reimbursement Agreement #PRA19002 with WA State Administrative Office of the Courts and authorize District Court Administrator to sign

ITEMS REGARDING SUPERIOR COURT

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

Approve purchase of 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

Accept resignation of Tamra McConahy-Superior 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

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve wage adjustment for Seth Flemetis, temporary Spartina Field Crew, to $17/hour, effective June 1, 2018, subject to adequate budget appropriations
ITEMS REGARDING GENERAL BUSINESS

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

Approve the Intergovernmental Agreement with Port of Willapa Harbor to serve as the County’s appointed Environmental Review Preparer for the NEPA and SEPA reviews required to be eligible to apply for CDBG funding for the Alder Mill project, subject to signature by Port of Willapa Harbor Commission

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

Approve the purchase of four (4) FTR Gold 6.1 Recording Licenses directly from For The Record in an amount not to exceed $16,776, 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

EXECUTIVE SESSION – None held

ITEMS REGARDING PUBLIC HEALTH & HUMAN SERVICES

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

Approve hire of Valerie Hooge, Human Services Program Specialist, Grade 13 Step 1, 1.0 FTE, effective August 1, 2018, subject to adequate budget appropriations and successful completion of a background check

ITEMS REGARDING AUDITOR’S OFFICE

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

Approve the Government Product Lease Agreement with Meter Rental Agreement for a new postage machine, subject to adequate budget appropriations and authorize Auditor to sign

ITEMS REGARDING SUPERIOR COURT

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

Approve hire of Tamra McConahy, Assistant Court Administrator, Grade 10 Step 10, effective August 1, 2018, subject to adequate budget appropriations
ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve wage adjustment for Cody Buchanan, temporary Spartina Field Crew, to $17/hour, effective June 1, 2018, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Confirm letter of support to the WA State Parks and Recreation Commission for the Willapa Hills Trail Development project

Approve Vendor Claims, Warrants Numbered 142827 thru 142930 in the amount of $195,028.35, subject to adequate budget appropriations

Approve submittal of the Local Records Grant to the WA State Archives for the purchase of a technology tool and acknowledge the Commissioners support for the on-going maintenance and operations cost

RECESS – 9:33AM

BACK IN SESSION – 11:02AM
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Authorize extension of Family Medical Leave through July 31, 2018 and approve request for Leave Credit Transfers and assign an expiration date of July 31, 2018

Approve temporary hire of Emily Seaman, at a rate of $14/hr up to 20 hours to create parks website, effective July 25, 2018, subject to adequate budget appropriations and successful completion of a background check

MEETING CLOSED – 11:03AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
(Please refer to recording of the meeting for a more detailed discussion)

OTHER BUSINESS FOR FILING

Agenda Request Form dated May 24, 2016, to consider approval of the new Senior Deputy District Court Clerk job description; no action taken. Filed this date.

Agenda Request Form dated July 12, 2016, to consider Delegation of Authority and Line of Succession; no action taken. Filed this date.

Agenda Request Form dated December 13, 2016, to consider approval of the Professional Services Agreement with Stantec Consulting Services, Inc.; Brownfields grant not approved. Filed this date.

Agenda Request Form dated February 27, 2018, to consider Memorandum of Understanding with Superior Court pertaining to GR 36, no action taken. Filed this date.

Copy of April 25, 2018, Law & Justice Council meeting minutes filed this date.


Email dated July 20, 2018, from Edie Faylor regarding Fourth of July celebration on the peninsula.

Two emails dated July 22, 2018, from Nancy Bross regarding firecrackers on the Long Beach Peninsula.

Email dated July 22, 2018, from Bob Hazen regarding spoils issues.


Copy of quarterly report for STOP Grant #FY17-31103-057 filed this date.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

July 2, 2018
Annual WCIF meeting
Departmental Briefings
Workshop w/ WDFW re: land acquisition/harvesting sand shrimp

July 9, 2018
Meeting Agenda Review

July 10, 2018
BOH/BOCC meeting
Public hearings: Charter Communications franchise & OEDP list
Joint (Elected/Appointed) Management Meeting

July 16, 2018
BOE Meeting-Convene 2018 Session & BOE Decision
Workshop re: data capturing, ordinances, FTR
Departmental Briefings

July 17, 2018
Workshop w/ Health re: foundational health

July 23, 2018
Meeting Agenda Review
Board of Equalization 2nd required meeting

July 24, 2018
BOH/BOCC Meeting
Workshop w/ Public Works re: staffing
Workshop re: draft elected officials salary ordinance

July 30, 2018
Workshop w/ Prosecutor re: staffing
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

| 142931 | thru | 143004 | $174,488.59 |

Warrants Dated: ______July 27, 2018_____

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

__________________________
Chairman

__________________________
Commissioner

[Signature]
Commissioner

[Stamp] RECEIVED
PACIFIC COUNTY
JUL 27 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
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

143005 thru 143105 $ 275,371.44

Warrants Dated: August 3, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:
Auditor/Deputy Auditor

ATTEST:
Clerk of the Board

__________________________________________
Chairman

__________________________________________
Commissioner

__________________________________________
Commissioner

RECEIVED
PACIFIC COUNTY
AUG - 3 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

AGENDA ITEM #: 10

ROCC ACTION: 

- APPROVED
- DENIED

- SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

- NO ACTION TAKEN/withdrawn

- DEFERRED TO: ________________________________

- CONTINUED TO DATE: __________________________

- OTHER: ________________________________

DISTRIBUTION LIST:

- RF
- CF
- SEA
- Assessor
- DPW
- NDC
- Superior Court
- Auditor
- EMA
- PACCOM
- Treasurer
- 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: DEPT OF PUBLIC WORKS
DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTS GRAVES
PHONE / EXT: EXT 2288

SIGNATURE: ________________________________

DATE: JULY 23, 2018

NARRATIVE OF REQUEST

The Parks Department requests authorization and signature on Facility Use Agreement with Tenino Football Unity Camp for the use of Morehead Park August 15, 2018.

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

Approve Facility Use Application from Tenino Football Unity Camp for use of Morehead on August 15, 2018, 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: Tenino Football Unity Camp

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

3. Description of event: Football Camp bringing our team closer together as a unit.

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

5. Date(s) of event: 08/15/18 Hour(s) of operation: DAYLIGHT

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

7. Estimated attendance: 40 total

8. Name of Event Representative: Cary Nagel Head Coach Tenino Football

9. Home Phone: Cell Phone: 1-360-490-3848

10. Event Representative email address: crewmember77@gmail.com

11. Event Representative address: 5418 Emerald St. SE Olympia WA 98513

12. Emergency contact name and phone number: 1-360-515-6001 (Joe Chirhart AD)
<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? Must 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 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 p.m</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, complete Attachment D (Security Requirements)</td>
</tr>
<tr>
<td>Will you have Emergency Medical Services (EMS) on site during the event?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, the County has a noise ordinance in effect (see County Code for details)</td>
</tr>
<tr>
<td>Will there be music, sound amplification or any other noise impacts?</td>
<td>✓</td>
<td></td>
<td></td>
<td>If yes, attach adequate traffic and detour plans.</td>
</tr>
<tr>
<td>Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, indicate how the traffic control will be addressed.</td>
</tr>
<tr>
<td>Will you have traffic control?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, attach a map of their route.</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, please note the cost of the event.</td>
</tr>
<tr>
<td>Will there be tickets sold to attend the event?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, please attach a copy.</td>
</tr>
<tr>
<td>Do you have an informational flyer advertising the event?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, contact Community Development 360/875-9356 to determine if a food permit is required</td>
</tr>
<tr>
<td>Will there be food served?</td>
<td>✓</td>
<td></td>
<td></td>
<td>If yes, please provide specific information related to the # of sani-cans provided. Please include the location on a diagram of the event.</td>
</tr>
<tr>
<td>Will additional bathroom facilities be used?</td>
<td></td>
<td>✓</td>
<td></td>
<td>If yes, attach a drawing including the dimensions. The structure may require inspection prior to 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>A copy of the Certificate of Insurance specifically naming Pacific County?</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]

Signature of Applicant/Representative

TENINO WA

City & State where signed

Date

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

Name: CARY NAGEL Contact #: 360-490-3848

Name: ___________________________ Contact #: ___________________________

Name: ___________________________ Contact #: ___________________________

Name: ___________________________ Contact #: ___________________________
AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS
DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSII GRAVES
PHONE / EXT: EXT 2288

SIGNATURE: [Signature]
DATE: JULY 26, 2018

NARRATIVE OF REQUEST
The Parks Department requests authorization and signature on Facility Use Agreement with The Port of Ilwaco for the use of Morehead Park September 14 and 15, 2018.

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

Approve Facility Use Application with Port of Ilwaco for use of Morehead Park for camping only on September 14 and 15, 2018, subject to receipt of insurance 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: Peninsula R&B Festival

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

3. Description of event: Blues music festival, with food vendors, artisans, farmer’s market type vendors, beer and wine tent.

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

5. Date(s) of event: 9/14-9/15 Hour(s) of operation: 5-10pm and 2-10pm

6. Has the event been held previously? ☑ Yes ☐ No Date(s): Since 2008.
   If yes, location held: Port of Ilwaco, then Wilson Field, Ocean Park

7. Estimated attendance: 300

8. Name of Event Representative: Clint Carter

9. Home Phone: n/a Cell Phone: 360.244.5823

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

11. Event Representative address: P.O. box 855, Ilwaco, or 20305 Birch Lane, Ocean Park

12. Emergency contact name and phone number: Laurie Carter 360.244.5244
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
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<th>NA</th>
<th>Note</th>
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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

_____________________________  
City & State where signed

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

Name: Clint Carter Contact #: 360.244.5823

Name: Laurie Carter Contact #: 360.244.5244

Name: ___________________________ Contact #: ___________________________

Name: ___________________________ Contact #: ___________________________
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

Peninsula R&B Festival
Organization

Clint Carter
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: 300
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 5p & 2p am/pm to 10p am/pm.
4. Live music/DJ/dancing ☑ will ☐ will not be at the event.

MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

<table>
<thead>
<tr>
<th>Attendees</th>
<th>No Alcohol, with Music/Dancing</th>
<th>Alcohol and Music/Dancing</th>
<th>No Alcohol, with Music/Dancing</th>
<th>Alcohol and Music/Dancing</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-100</td>
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<td>2</td>
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<td>101-200</td>
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<td>201-300</td>
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<tr>
<td>301-400</td>
<td>2</td>
<td>4</td>
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<td>6</td>
</tr>
<tr>
<td>401-500</td>
<td>2</td>
<td>5</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

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

☐ Law Enforcement Entity
   Jurisdiction ____________________________
   Name of Officer(s) ____________________________

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

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

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

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

Date: 5/27/2018

Signature

Clint Carter
Printed Name
Dear Commissioners,

Since 2008, I was involved with Blues and Seafood in Ilwaco. In 2016, the Ilwaco Merchants Association decided to discontinue the event, so I picked up the baton and carried it to Ocean Park and renamed it the Peninsula Rhythm and Blues Festival. The event was a success, and I expect even more turnout this year. I chose the weekend after Rod Run to extend “the season” another week, and the Ocean Park merchants are happy about that. I chose Morehead Park over Wilson Field, for the backdrop Willapa Bay will provide. I will list the items on the application I have questions or information for you about.

Attachment D: I have enclosed a letter from Sheriff Johnson stating that the internal security I have for the event will be sufficient. As stated earlier, I've been involved heavily with the event since 2008, and in that time there has never been a single incident where security has been an issue. I do have a retired Fort Stevens State Park Ranger to lead the team, and several other gentlemen with security experience that will be at the event the entire time and will be wearing clothing or badges that will identify them as such. With that, I ask that the county waive the security personnel requirement for this event.

EMS: I have spoken with the Ocean Park Fire Dept and they will be, if not at the event, aware of it and will be available should a medical emergency arise.

TRAFFIC: I will have parking attendants at the park entrance to make sure there are no safety issues.

SHUTTLE BUSSES: I will not have busses, per se, but I am working with a limo service for the event.

TICKETS: Tickets are $20 for Friday, $25 for Saturday or $40 for a combo ticket.

FOOD SERVICE: There will be several food vendors, as well as local artists and hopefully some farmer’s market type vendors.

SANICANS: Since there are restrooms and some sani-cans at Morehead, I believe two more sani-cans will be sufficient.

GARBAGE: There will be three 300 gallon garbage bins on site as well as several well marked cans for garbage and recycling.

TEMPORARY STRUCTURE: I am hoping to rent a 40 X 60 foot tent on site. This will be erected by the rental company.

INSURANCE: Strand Insurance will be the insurance carrier for the event.

ALCOHOL: The Pacific County Humane Society will be operating the beer and wine tent. They operated the tent last year and have certified servers. Upon your approval for the event to take place at Morehead Park, they will obtain the alcohol permit and insurance. I will make those available to you.

Clint Carter 5/07/18
May 22, 2018

Attn: Mr. Clint Carter  
Peninsula Rhythm and Blues Festival  
25815 Sandridge Road  
Ocean Park, WA 98640

Dear Mr. Carter: 

This letter is to serve as confirmation that I believe the internal security you have planned for the 2018 Peninsula Rhythm and Blues Festival is adequate. 

I wish you the best of luck with your event!

Sincerely, 

[Signature] 

Scott L. Johnson  
Sheriff of Pacific County
AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS
OFFICIAL NAME & TITLE: DOTSI GRAVES
SIGNATURE: [Signature]
DATE: AUGUST 2, 2018

NARRATIVE OF REQUEST
The Parks Department requests authorization and signature on Facility Use Application with Jessica Hargadine for the use of Morehead Park August 31-September 3, 2018.

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

Approve Facility Use Application with Jessica Hargadine for use of Morehead Park for family camping August 31 thru September 3, 2018 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: Cameron Family Reunion

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

3. Description of event: Family Camping

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

5. Date(s) of event: Aug 31 - Sept 3, 2018 Hour(s) of operation: 

6. Has the event been held previously? ☑ Yes ☐ No Date(s): Labor Day Weekend

If yes, location held: Morehead Park

7. Estimated attendance: 1-15

8. Name of Event Representative: Jessie Harradine

9. Home Phone: Cell Phone: 541-490-4022

10. Event Representative email address: 

11. Event Representative address: PO Box 1205 Stevenson WA 98648

12. Emergency contact name and phone number: 

ATTACHMENT B-REVISED 8/22/2017
FACILITY USE APPLICATION PROCESS
<table>
<thead>
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SWORN STATEMENT OF COMPLIANCE

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

[Signature]
Signature of Applicant/Representative

[6/05/2018]
Date

[Stevenson 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 #: ___________________
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 8 p.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: 15
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

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<th>Attendees</th>
<th>No Alcohol, with Music/Dancing</th>
<th>Alcohol and Music/Dancing</th>
<th>No Alcohol, with Music/Dancing</th>
<th>Alcohol and Music/Dancing</th>
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<td>101-200</td>
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<td>201-300</td>
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<td>401-500</td>
<td>2</td>
<td>5</td>
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1. Safety personnel shall only serve as safety personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Safety personnel will wear a vest, name tag or shirt clearly identifying them as such.
3. Safety personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, remove individuals, and refuse entry.
4. Private events shall be by invitation only and the public shall not be permitted.
Safety will be provided by:

☐ Law Enforcement Entity
  Jurisdiction __________________________________________________________
  Name of Officer(s) __________________________________________________

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

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

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

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

Date: 6-25-2016

Signature

Jessie Hargadine

Printed Name
AGENDA REQUEST FORM

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

BOCC ACTION:  [ ] APPROVED  [ ] DENIED  Agenda Item #: 13

[ ] 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: AMBER KAECH ACCOUNTANT  PHONE / EXT: 2273

SIGNATURE: ____________________________  DATE: 08/02/2018

NARRATIVE OF REQUEST

Request approval to surplus Sheriff's vehicles S169, S175 & S186
Request approval to sell S121 "as is" to the City of South Bend in the amount of $2,500

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

Approve request to surplus vehicles S169, S175 and S186 and authorize sell of vehicle S121 "as is" to the City of South Bend in the amount of $2,500 to be deposited into the ER&R Fund 502 Department 801-Sheriff
Approve request to surplus three riding mower for public bid in accordance with Personal Property Inventory Procedures and purchase a Hsqvarna lawnmower from the Fair in the amount of $650, subject to adequate budget appropriations.
**AGENDA REQUEST FORM**

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

<table>
<thead>
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<th>Initial:</th>
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<td>□ NO ACTION TAKEN/WITHDRAWN</td>
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<td>□ CONTINUED TO DATE:</td>
<td></td>
<td>TIME:</td>
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<td>□ OTHER:</td>
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**DISTRIBUTION LIST:**

- RF
- CF
- SEA
- Assessor
- Auditor
- Clerk
- Civil Service
- DPW
- EMA
- Fair
- Health
- 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:** Community Development Department  
**DIVISION (if applicable):** EH & Planning  
**OFFICIAL NAME & TITLE:** Shawn Humphreys-Deputy Director  
**PHONE / EXT:** 2662  
**SIGNATURE:**  
**DATE:** 8/6/2018

**NARRATIVE OF REQUEST**

The Department requests approval to purchase 2 laptop computers. The computers are necessary for additional approved positions within the DCD. One computer will be used for the Environmental Health division and the other will be used for the Planning division. The purchases shall not exceed $1,600 each.

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

Approve purchase of two laptop computers from state contract in an amount not to exceed $3,200, subject to adequate budget appropriations

Revised 8/2015  
Exhibit A to Contract/Agreement/Grant Review Policy  
Page 1
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _______________________________
☐ CONTINUED TO DATE: _______________________________ TIME: ____________________
☐ OTHER: ____________________________________________

Agenda Item #: 16
Initial: ______________________________ Date: __________________
Review ☐ Clerk of the Board ☐ Risk Mgmt
 ☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kalle Lindstrom, Deputy Director PHONE / EXT: 2648

SIGNATURE: ______________________________ DATE: 7/25/2018

NARRATIVE OF REQUEST

Requesting approval and signature of intergovernmental agreement #2018-19 PX South Bend Police Department to provide substance use prevention services in the South Bend School District. These services are funded by a grant to serve South Bend School District provided to health dept by HCA-DBHR. This contract goes through April 30, 2021, but only provides funding for the first fiscal year (May 1, 2018-April 30, 2019). We will add funding for future fiscal years as that funding is added to our contract by DBHR. Please contact me at ex 2648 with any questions. Thank you!

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

Approve Intergovernmental Agreement #2018-19 PX with the South Bend Police Department to provide substance use prevention services in the South Bend School District, subject to adequate budget appropriations.

Revised 8/2018
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: South Bend Police Department

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): #2018-19 PX South Bend Police Department

- [ ] 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)
  - [ ] Small PW Process (<$300,000)
  - [ ] PW Project (> $300,000)

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

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

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

- [ ] PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)

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

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

- [ ] Other (please describe):

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

This is a sole source contract as our action plan dictates a law enforcement agency provide the service and South Bend has jurisdiction over the school district.

**TOTAL COST/AMOUNT (include sales & use tax): 7000**

**TOTAL: 0**

**TOTAL SHIPPING/HANDLING: 0**

**EXPENDITURE FUND #: 118 XXX XXX XXX**

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

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

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

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

**Describe Match:**

**AMOUNT OF MATCHING FUNDS:**

Revised 8/2015

Exhibit A to Resolution No. 2010-013
This agreement is made and entered into this ______________ day of ______________, 2018, by and between Pacific County, hereinafter referred to as "County," and South Bend Police Department, hereinafter referred to as "Contractor," a nonprofit corporation with federal 501(c) (3) nonprofit status. County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this contract is to provide evidence based prevention programs as directed by the COUNTY, and to coordinate and implement the programs within the South Bend School District.

Services are funded through grants provided by the Substance Abuse Mental Health Services Administration (SAMHSA), and the Department of Social & Health Services (DSHS) Division of Behavioral Health & Recovery (DBHR). As such, all services provided shall be in full compliance with all federal requirements by SAMHSA and DBHR. These requirements are outlined in Exhibit A- Funder Requirements.

Effective Date. The effective date of this Agreement is May 1st, 2018.

Termination. This Agreement shall terminate on April 30, 2021. The COUNTY or the CONTRACTOR may terminate this Agreement at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

1. CONTRACT REPRESENTATIVES
Each Party to this Contract shall have a Contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties’ representatives are as follows:

<table>
<thead>
<tr>
<th>A. For the Contractor:</th>
<th>B. For the County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Eastham</td>
<td>Katie Lindstrom</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>Deputy Director, Pacific County Public Health &amp; Human Services</td>
</tr>
<tr>
<td>South Bend Police Department</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1216 West Robert Bush Drive</td>
</tr>
<tr>
<td>P.O. Box 9</td>
<td>South Bend, WA 98586</td>
</tr>
<tr>
<td>South Bend, WA 98586</td>
<td>360-875-9343</td>
</tr>
<tr>
<td>Contractor Tax ID #: 91-6001279</td>
<td></td>
</tr>
<tr>
<td>Contract DUNs #: 024685034</td>
<td></td>
</tr>
</tbody>
</table>

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.
2. **ACCESS TO DATA**
In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this agreement to DBHR, SAMHSA, the County, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor’s reports, including computer models and the methodology for those models.

3. **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. This Contract has been and shall be construed as having been made and delivered within the State of Washington. Each Party agrees that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. The Parties also agree that 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.

4. **DISPUTES**
   A. **General**
   Differences between the Contractor and the County, arising under and by virtue of the Contract documents 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

   B. **Notice of Potential Claims**
   The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

   C. **Detailed Claim**
   The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

5. **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.

6. **ALL WRITINGS CONTAINED HEREIN**
   This Contract 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 deemed to exist or to bind any of the parties hereto.

7. **AMENDMENTS**
   This Contract 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 parties.

8. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**
   The Contractor must comply with the ADA, also referred to as “ADA” 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

9. **APPROVAL**
   This Contract shall be subject to the written approval of the County’s Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

10. **ASSIGNMENT**
    Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

11. **AUDIT**
    A. General Requirements- The Contractor is to procure audit services based on the following guidelines:

    i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.

    ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

    iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

    iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
B. State Fund Requirements- Contractors expending $100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:
   i. Contractor name
   ii. State program name
   iii. BARS account number
   iv. County
   v. County Contract number
   vi. Contract award amount including amendments (total Contract award)
   vii. Current year expenditures

C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

D. The Contractor shall include the above audit requirements in any subcontracts.

E. In all cases, the Contractor’s financial records must be available for review by County.

12. BILLING PROCEDURES AND PAYMENT
The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices and program reporting which shall be submitted to the Representative for the County not more often than monthly, or as outlined in Exhibit B- Budget.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

A. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

B. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

13. BOARD OF DIRECTORS
The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

14. CONFLICTS OF INTEREST
The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from a Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.
State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the event this contract is terminated for a conflict of interest, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law.

15. CONTRACTOR SERVICES
The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials, and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in Exhibit C- Statement of Work.

16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
A. “Confidential Information” as used in this section includes:
   i. All material provided to the Contractor by the County that is designated as “confidential” by the County;
   ii. All material produced by the Contractor that is designated as “confidential” by the County; and
   iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. “Personal information” includes but is not limited to “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
17. **CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

18. **CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

19. **DATA SECURITY REQUIREMENTS**

A. Data Transport. When transporting DSHS Confidential Information electronically, including via email, the data will be protected by:

   i. Transporting the data within the (State Governmental Network) SGN or contractor’s internal network, or;
   
   ii. Encrypting any data that will be in transit outside the SGN or contractor’s internal network. This includes transit over the public Internet.

B. Protection of Data. The contractor agrees to store data on one or more of the following media and protect the data as described:

   i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
   
   ii. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. For DSHS confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
   
   iii. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
iv. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

v. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

vi. Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user’s duties change such that the user no longer requires access to perform work for this contract.

vii. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user’s duties change such that the user no longer requires access to perform work for this contract.

viii. Data storage on portable devices or media. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

20. DEBARMENT CERTIFICATION
The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

21. DEFINITIONS
The terms listed below, as used in this Contract, shall have the following meanings:

A. The “Contract” shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.

B. “Shall,” indicates that which is mandatory.

C. “Subcontract” shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
D. “Subcontractor” shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term “subcontractor(s)” mean subcontractor(s) in any tier.

22. DOCUMENTS ON FILE
Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

a. Personnel Policies;
b. Job Description(s);
c. Organizational Chart;
d. Travel Policies;
e. Fiscal Management;
f. Articles of Incorporation/Tribal Charter;
g. Bylaws;
h. IRS Nonprofit Status Certification;
i. Latest Contractor Audit;
j. Insurance policies required by Contractor;
k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

23. ELIGIBILITY
Eligibility for the programs and services provided shall be limited to parents and youth served by or located within the Ocean Beach School District Boundaries.

24. EVALUATION, REPORTING, AND MONITORING
The Contractor shall cooperate with, and freely participate in, any reporting, monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor’s records 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, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

25. FAIR HEARING
Termination of this contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

26. FINANCIAL MANAGEMENT SYSTEMS
Contractor’s financial systems shall contain the following:

a. Accurate, current and complete disclosure of the financial results of each contract;
b. Records that identify the source and application of funds;
c. Control over and accountability for all funds, property and other assets;
d. Comparison of actual outlays with budgeted amount for each contract;
e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
f. Procedures for determining reasonableness and allocability of costs;
g. Accounting records that are supported by source documentation;
h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

27. INDEPENDENT CAPACITY OF THE CONTRACTOR
The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in Exhibit B- Budget and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

28. INDEMNIFICATION/HOLD HARMLESS
Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR’s subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR’S or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance 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.
   A. 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.
   B. Survival of Contractor’s Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

29. INDUSTRIAL INSURANCE WAIVER
The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Contractor.

Contract #2018-19 PX South Bend Police Dept.  Page 9
30. INSURANCE
Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

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

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

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

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

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

31. LAWS
The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations
a. Affirmative action, RCW 41.06.020 (11).
c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
d. Discrimination-human rights commission, Chapter 49.60 RCW.
e. Ethics in public service, Chapter 42.52 RCW.
f. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
g. Open public meetings act, Chapter 42.30 RCW.
h. Public records act, Chapter 42.56 RCW.
i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
Federal Laws and Regulations
a. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the “Act”) and the Continuum of Care Program Rule (the “Rule”).
b. Federal Hatch Act, 5 USC 1501-1508

32. LICENSING, ACCREDITATION, AND REGISTRATION
The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

33. LIMITATION OF AUTHORITY
Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

34. MODIFICATIONS
Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

35. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS
During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

36. 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 this Agreement.

37. POLITICAL ACTIVITIES
None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor’s employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.
38. PROGRAM REPORTING
Contractor shall comply with all program reporting requirements as directed by the county including, but not limited to monthly reporting in the PBPS system and biannual report in the COMET system.

39. PROHIBITIONS
The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

40. 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.

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 is 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.

41. RECAPTURE
In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.
42. RECORDS MAINTENANCE
The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

43. REPORT ABUSE AND NEGLECT
The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

44. 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 Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

45. SEVERABILITY
If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

46. SUBCONTRACTING
The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

47. SURVIVAL
The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.
48. **TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

49. **TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed “for cause.” Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor’s right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

“Termination for Cause” shall be deemed a “Termination for Convenience” when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

50. **TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the third day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

51. **TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

A. Stop work under the Contract on the date, and to the extent specified, in the notice;
B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
C. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and

D. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor’s possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

52. TREATMENT OF ASSETS
The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. A non-expendable personal property inventory report shall also be submitted to the County as required. The County’s interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

53. UNALLOWABLE USE OF FEDERAL FUNDS
This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see https://cfo.gov/cofar/. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients’ existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:
A. 28 CFR Part 69- “Restrictions on Lobbying”
B. 2 CFR Part 25- “Universal Identifier and System of Award Management”
C. Conflict of Interest and Mandatory Disclosure Requirements
D. Non-profit Certifications
54. **WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, consisting of _____ pages, including **Exhibits A, B, and C** which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

**CONTRACTOR**

South Bend Police Department

__________________________________
Authorized Representative

__________________________________
Title

__________________________________
Address

__________________________________
Address

**BOARD OF COUNTY COMMISSIONERS**

PACIFIC COUNTY, WASHINGTON

__________________________________
Lisa Olsen, Chair

__________________________________
Frank Wolfe, Commissioner

__________________________________
Lisa Ayers, Commissioner

**ATTEST**

__________________________________
Marie Guernsey
Clerk of the Board

Prosecutor’s Office       WSBA#
1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3003. For this 2016 award, 45 CFR Part 75 requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on 45 CFR Part 75 Requirements, see https://cfo.gov/cofari. For specific, award-related questions, recipients should contact their SAMHSA Grants Manager Office promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

- 2 CFR Part 26 – “Universal Identifier and System of Award Management”
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

3. Recipients must adhere to all applicable requirements of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. No. 114-113, signed into law on Dec 18, 2015, which can be found in the Funding Opportunity Announcement (FOA).

4. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government wide implementation (2 CFR part 162) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-650, Title V, Subtitle D; 41 U.S.C. 701-707).

5. Recipients must comply with the implementation, monitoring, and evaluation of the accepted goals, milestones, and expected outcomes as reflected in both the 12-Month Action Plan and the RFA. All requirements specified around grant implementation and four core measures data collection must be followed.

6. Recipients must receive and expend non-Federal matching funds as required in the FOA and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement.

7. Recipients must comply with the DFC National Evaluation requirements. ONDCP requires all recipients to collect core measures data specific to the geographic area designated in the approved application. The core measures data collection size must be sufficient to provide an accurate and meaningful statistical representation of the people being surveyed in each of the geographical areas served by the coalition.

8. Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a program (42 CFR 2.11) if the program is Federally-assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

9. Accounting Records and Disclosure. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The
awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding. Please reference the Reporting Requirements section for Audit Requirements.

10. Recipients must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

11. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General-Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.

12. The recommended future support as indicated on the NoA reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, the demonstration of matching funds, and acceptable documentation of the progress of the grant.

13. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Although the full text of this regulation is attached, you may access the language online at https://www.fsrs.gov/.

14. Per (45 CFR 75) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this shall be subject to a royalty-free, non-exclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

15. Program Income accrued under the award must be accounted for in accordance with (45 CFR Part 75.307) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

16. No HHS funds may be paid as profit (fees) per (45 CFR Part 75.215 (b)).

17. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives.

18. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 must be submitted in writing to the Grants Management Officer (GMO). SAMHSA. Only responses to prior approval requests signed by the GMO are considered valid. Recipients who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by SAMHSA. Post Award Changes and Instructions may be found at www.samhsa.gov then click on "grants", then "grant".

19. The recipient is required to notify the Government Program Official (GPO) in writing if the Program Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.
### Exhibit B - Budget

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</table>
Exhibit C - Statement of Work

Contractor shall provide the following services:

<table>
<thead>
<tr>
<th>Activity/Program</th>
<th>Brief Description</th>
<th>How</th>
<th>Who</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of activity/program</strong></td>
<td><strong>Briefly state the main purpose of activity</strong></td>
<td><strong>How much? How often?</strong></td>
<td><strong>Who is this service for? How many people reached?</strong></td>
<td><strong>What are the reporting requirements related to this activity?</strong></td>
</tr>
<tr>
<td>Project Northland Training</td>
<td>Training for facilitators to implement Project Northland curriculum</td>
<td>Once</td>
<td>Law Enforcement agency</td>
<td>One time report submitted into Minerva</td>
</tr>
<tr>
<td>Project Northland – Class Action &amp; Slick Tracy</td>
<td>Classes offered to 6th grade students. Focuses on real life ATOD court cases, media literacy and refusal skills</td>
<td>8 sessions occurring 1x per week in all 6th grade classes at South Bend</td>
<td>All 6th grade students (between 40-50) at South Bend School District</td>
<td>Monthly reporting submitted into Minerva by the 5th of month following services.</td>
</tr>
<tr>
<td>Project Northland – Class Action &amp; Slick Tracy</td>
<td>Classes offered to all 9th grade students at SBSD. Focuses on real life ATOD court cases, media literacy and refusal skills</td>
<td>7 sessions occurring 1x per week in all 9th grade classes at South Bend</td>
<td>All 9th grade students (around 40) at South Bend School District</td>
<td>Monthly reporting submitted into Minerva by the 5th of month following services.</td>
</tr>
</tbody>
</table>
Approve request to sell Husqvarna riding lawnmower to Parks in the amount of $650 and purchase new Husqvarna riding lawnmower in an amount not to exceed $1,699.99, plus sales tax, 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

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  □ 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: Auditor  DIVISION (if applicable): Payroll

OFFICIAL NAME & TITLE: Alex Gerow Payroll Accountant  PHONE / EXT: 875-9300 ext 2215

SIGNATURE: Alex Gerow  DATE: 08/03/2018

NARRATIVE OF REQUEST

Thorbeckes is a new gym in town has offered us a corporate discount. I am requesting to authorize a payroll deduction so that our employees can receive a discount at no cost to the County. The employees membership rates will come directly out of their payroll each month and then a check is sent to Thorbeckes.

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

Approve request to offer a payroll deduction to employees for Thorbeckes Gym
1. **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:** Tamra McConahy, Court Administrator  
   **Phone / Ext:** 3327  
   **Signature:** [Signature]  
   **Date:** 7/31/2018

2. **Narrative of Request**: Please see attached resignation/termination of Indigent Defense Contract with Michael Turner effective August 31, 2018.

   Requesting the BOCC approve the attached Juvenile Indigent Defense Contract with Edward Penoyar for Superior Court for the remainder of the year through September 1, 2018 to December 31, 2018.

3. **Recommended Motion**: (To Be Completed by the Clerk/Deputy Clerk of the Board)

   Acknowledge resignation of Mike Turner from Indigent Defense Contract for Juvenile Offenders, At Risk Youth, Child in Need of Services & Truancy and approve Indigent Defense Contracts for the same with Edward Penoyar, and authorize Chair to sign.
The Honorable Douglas Goelz, Judge  
Pacific County Superior Court  
PO Box 67  
South Bend, WA 98586

RE: Resignation

Dear Judge Goelz:

Please accept this as notice of termination of my contracts with Pacific County to provide indigent legal representation for juvenile offenders and juveniles involved in At Risk Youth and Child in Need of Services cases. I appreciate the opportunity I have had to represent and provide assistance to the youth of Pacific County. However, an exciting new direction has opened up and I will no longer be able to provide this service.

I want to take this opportunity to express my thanks to the employees in the Juvenile Department, the Court Staff and the County Clerk's Office. I have always found them to be very helpful and easy to work with.

Working with all of the employees of Pacific County that I have worked with over the years has been a great experience and I am sorry that my new opportunity means I will no longer be working with them.

My contract termination will become effective on August 31, 2018.

Sincerely,

Michael S. Turner  
Attorney at Law
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Edward Penoyar)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Edward Penoyar, P O Box 425, South Bend, Washington 98586, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

JUVENILE OFFENDER

Each CONTRACTOR shall be responsible for representing juveniles in providing advice on juvenile offender cases, juvenile diversion agreements in Pacific County, Washington when ordered to do so by the court or at the request of an arrested respondent prior to his/her appearance in court. Services also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a respondent.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S
contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract.

The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

**ASSIGNMENT OF CASES**

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be emailed or placed in the appointed CONTRACTOR’S box located in the Clerk’s office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2018:

Edward Penoyar $1,545.53 / per month
(amount includes COLA increase since 2016)

The total contract for the Calendar Year 2018 will be from September 1, 2018 to December 31, 2018.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.
The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR’S ordinary business expenses are deemed included in the above rate. The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, 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 CONTRACTOR 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.

INDEMNIFICATION/HOLD HARMLESS

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

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

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

INSURANCE

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

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY’s. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker’s compensation insurance, etc. for any and all of its employees as might apply.

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.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.
NONASSIGNABILITY

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation”.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on September 1, 2018 and shall continue through December 31, 2018.

2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.

3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for “good cause”. “Good cause” includes, but is not limited to, suspension from practice of law.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.
The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

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

VENUE

In the event that any party to this contract or any subcontractor 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.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

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").
The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this ______ day of _____________________, 20_____.

SUPERIOR COURT JUDGE:      CONTRACTOR:

Douglas E. Goelz                  Edward Penoyar
Date                               Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

ATTESTED:

Lisa Olson                      Clerk of the Board
Chairman                        Date

Date

2018 Indigent Defense Contract
PENOYAR, EDWARD
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON

(Edward Penoyar)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; Edward Penoyar, PO Box 425, South Bend, Washington 98586, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

CHILDREN IN NEED OF SERVICES (CHINS) AND AT RISK YOUTH (ARY)

The CONTRACTOR shall be responsible for representing minors in all CHINS and ARY proceedings.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a “conflict” means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract:
The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

**ASSIGNMENT OF CASES**

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be placed in the appointed CONTRACTOR’S box located in the Juvenile office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

The CONTRACTOR agrees to be responsible for active CHINS and ARY cases that previously had been assigned to other CONTRACTORS. The CONTRACTOR shall make arrangements for the orderly transfer of these files, if so required, so CONTRACTOR shall be able to represent any said clients in the year of 2018.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2018 as follows:

Edward Penoyar $780.77/per month
(amount includes 2018 COLA increase)

The total contract for the Calendar Year 2018 will be from September 1, 2018 to December 31, 2018.
Note: Representation includes the corresponding representation for persons subject to CIVIL contempt proceedings relating to the CHINS/ARY cases, unless assigned to another CONTRACTOR under separate contract with the county.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

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directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR’S or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. 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.

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CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

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The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rule.

**NON-DISCRIMINATION IN SERVICES**

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

**SAVINGS AND SEVERABILITY**

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**VENUE**

In the event that any party to this contract or any subcontractor 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.

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Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

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The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

**ENTIRE CONTRACT**

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _______ day of __________________, 20______.

SUPERIOR COURT JUDGE:  CONTRACTOR:

________________________________  ______________________________
Douglas E. Goelz         Date  Edward Penoyar    Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

ATTESTED:

________________________________
Lisa Olsen             Date  Clerk of the Board   Date
Chairman
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ___________________________

□ CONTINUED TO DATE: ___________________________  TIME: ______________________

□ OTHER: ____________________________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ 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: Pacific County Sheriff's Office  DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Director  PHONE / EXT: 360-875-9338

SIGNATURE: ___________________________  DATE: 08/08/2018

NARRATIVE OF REQUEST

Request approval of the Memorandum of Agreement #U19-002 regarding the installation of an AHAB Siren at the South Bend Fire Department, East End Station. Also request chair to sign. There is no cost for the siren installation.

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

Approve Interagency Agreement #U19-002 with WA State Military Department for an All Hazards Alert Broadcast (AHAB) Warning Siren for the City of South Bend and authorize Chair to sign
INTERAGENCY AGREEMENT

All Hazards Alert Broadcast (AHAB) Warning Siren for the City of South Bend

Washington State Military Department AND Pacific County
Camp Murray, Building #20, M.S. TA-20 PO Box 27
Tacoma, WA 98430-5122 South Bend, WA 98586
(253) 512-7017 (360) 875-9338
Contact: Maximilian Dixon Contact: Scott McDougall
maximilian.dixon@mil.wa.gov smcdougall@co.pacific.wa.us

Maximum Amount: $0 Beginning Date: July 1, 2018 Expiration Date: July 1, 2028

This Agreement is made and entered into by and between the Washington State Military Department, Emergency Management Division hereinafter referred to as the (Department) and Pacific County hereinafter referred to as the (Contractor).

INTRODUCTION: The Department, through the Earthquake/Tsunami Program provides public awareness and education in regard to preparing for and surviving a natural or man-made disaster event. The Department, through the availability of federal funds will pay for the cost to purchase and install an All Hazards Alert Broadcast (AHAB) Warning Siren that provides both tone and voice alert and notification devices for any hazardous situation. This siren will be placed in the South Bend East End Fire Station area of the City of South Bend. Federal Signal is the sole source vendor that has designed and developed the Department’s AHAB Warning System. This state-of-the-art outdoor warning system notifies those within hearing distance of the sirens of a natural or man-made disaster. Funding Source: U.S. Department of Commerce, NA17NWS4670017, 77317, CZ.

STATEMENT OF WORK:
The Contractor Agrees To:

1) The coordinates of the installation of the All Hazards Alert Broadcast (AHAB) Warning Siren will be LAT N 46.41.33, LONG W -123.44.31 Madison St South, South Bend WA.

2) Complete AHAB Survey Attachment 2.

3) Upon satisfactory installation, the siren will become the property of the Contractor. AC power hook-up will be provided by Pacific County to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Contractor unless power is able to tie into existing electrical service. Battery replacement will additionally become the responsibility of the Contractor.

4) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network or internet, prompt reporting of any routine testing problems to the Department, and a 15-radius space around the siren clear of weeds and objects so it can be accessed by vehicle for maintenance.

5) If the siren will be installed in a locked area, issue a key to Department Telecommunications section to allow them access to the area for times employees are unavailable to open the compound for needed work.

6) Agrees that the triple controlled siren will be activated by either the Department or the Contractor. The Contractor agrees to use the siren for only routine testing and real emergency incidents. The Contractor activates the siren with their local radio system, internet, and controller. The Contractor authorizes the Department to transmit a Tsunami Warning EAS message using the satellite control system installed in
the State EOC to activate the siren after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.

7) The tsunami warning message will read: "A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. A TSUNAMI CAN CAUSE DANGEROUS FLOODING. IF YOU ARE IN A COASTAL AREA YOU ARE AT RISK AND MUST MOVE TO HIGHER GROUND OR INLAND NOW. DO NOT RETURN UNTIL DIRECTED TO DO SO. TUNE INTO YOUR LOCAL RADIO STATION FOR ADDITIONAL INFORMATION AFTER YOU MOVE TO HIGHER GROUND OR INLAND."

8) Will participate in all statewide tests/drills that involve the use of sirens whether it be monthly tests or the annual ShakeOut drill.

The Department Agrees To:

1) Purchase and install the siren from Federal Signal for approximately $56,280 and within 30 days of the satisfactory installation of the above referenced warning siren pay Federal Signal for the siren and installation.

2) Provide all maintenance and parts to the controller box and satellite system. The Department agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.

3) Send out daily status report to Contractor. Routinely test the siren with the satellite control system, automatically monitor alarms, silent test the siren, immediately report any intrusions to the Contractors Primary Law Enforcement agency, troubleshoot and repair any major siren malfunctions as rapidly as possible.

4) The Department's Telecommunications section will schedule trained and certified siren technicians to troubleshoot and to make repairs. Contractor will be kept informed of all actions taken to repair.

5) The Department agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

This Statement of Work listed above and the General Terms and Conditions (Attachment 1) govern the rights and obligations of the parties to this contract.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below.

BY: ___________________________________________ BY: ___________________________________________
Regan Anne Hesse Date Lisa Olsen, Chair Date
Chief Financial Officer Pacific County Board of County Commissioners,
Washington State Military Department Pacific County
1. **DEFINITIONS**—As used throughout this agreement, the following terms shall have the meaning set forth below:

   a. "Department" shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

   b. "The Adjutant General" as it is used herein shall mean the Director of the Washington Military Department. The term "Authorized Department Representative" shall mean those persons who have written authorization to sign Department contracts and agreements and represent the Department as signed and directed by The Adjutant General.

   c. "Contractor" shall mean Pacific County and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.

   d. "Subcontractor" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this agreement through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

   e. "WAC" is defined and used herein to mean the Washington Administrative Code.

   f. "RCW" is defined and used herein to mean the Revised Code of Washington.

2. **ACCESS TO PUBLIC RECORDS**

   a. The parties acknowledge that both parties are subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the parties relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

   b. Access to Data — Each party shall provide access to data generated under this agreement to the other party and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

   The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this agreement. Contractor shall not invoice the Department in advance of delivery of such goods or services.

4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the "ADA" 28 CFR Part 35.**

   The parties must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

5. **ATTORNEY’S FEES**

   In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney’s fees and costs.

6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY**

   If federal funds are the basis for this agreement, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency. If requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this agreement shall be incorporated into this agreement by reference. Further, the Contractor agrees not to enter into any arrangements or contracts related to this agreement with any party without checking the System for
Award Management (http://www.sam.gov) maintained by the federal government. The Contractor also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding_Agencies/DebarredContractors/). The Contractor also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

7. **CONTRACTOR NOT EMPLOYEE OF AGENCY**
The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or by reason hereof, nor will the Contractor make any demand, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

8. **COMPLIANCE WITH APPLICABLE LAW**
The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the agreement in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.

9. **CONFLICT OF INTEREST**
The Department may, by written notice to the Contractor, terminate this agreement if it is found after due notice and examination by The Adjutant General or his Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this agreement.

10. **CONTRACT MODIFICATIONS**
This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor may, from time to time, request changes to the agreement. Any such changes that are mutually agreed upon by the parties to this agreement 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 other understandings or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.

11. **COVENANT AGAINST CONTINGENT FEES**
The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
12. DATE COMPLIANCE
If applicable to this agreement, the Contractor is responsible for ensuring that all materials and equipment installed as part of this agreement shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

13. DISCLOSURE
The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

14. DISPUTES
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 resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the Parties hereto. Each Party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

15. GOVERNING LAW AND VENUE
This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County. The Contractor, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

16. LICENSING AND ACCREDITATION STANDARDS
Unless exempt from registration by law, the Contractor shall complete registration with the Washington State Department of Revenue, comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this agreement (see RCW 19.02 for state licensing requirements/definitions), and be responsible for payment of all taxes due on payments made under this agreement. The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations. Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.

17. LIMITATION OF AUTHORITY -- "Authorized Signature"
Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the authorized person.

18. LOSS OR REDUCTION OF FUNDING
In the event funding from state, federal, or other sources is withdrawn from a party, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, that party may immediately terminate the agreement in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this agreement under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.

19. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES
In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and
encourage minority-owned and women-owned business enterprises that are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this agreement. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises (MBE’s): 10% and Woman’s Business Enterprises (WBE’s): 8%.

20. NONASSIGNABILITY
Neither this agreement, nor any claim arising under this agreement, nor the work to be provided under this agreement, and any claim arising thereunder, shall be assigned or delegated 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.

21. NONDISCRIMINATION
During the performance of this agreement, the parties shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The parties shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran’s status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The parties shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran’s status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS
In the event of the Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. ORDER OF PRECEDENCE
In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable federal and state statutes and regulations.

b. Statement of Work.

24. PRIVACY
Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this agreement. The monitoring, auditing or investigating may include but is not limited to “salting” by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.
Any breach of this provision may result in termination of the agreement and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

25.  PUBLICITY
The Contractor agrees to submit to the Department all advertising and publicity matters relating to this agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

26.  RECAPTURE OF FUNDS
In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this agreement, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees.

27.  RECORDS, MONITORING AND AUDIT ACCESS
a. The Contractor shall perform under the terms of the agreement and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the agreement.

b. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this agreement for six (6) years from the date contract final payment is made hereunder and make them available for inspection by persons authorized under this provision.

c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records 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. Such rights last for six (6) years from the date final payment is made hereunder.
d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this agreement.

28. **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

29. **RIGHTS IN DATA**

The parties hereto agree that all works originating from this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the agreement, but which does not originate there from, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement.

The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this agreement.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The contractor must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 to any work produced, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

30. **SEVERABILITY**

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

31. **SITE SECURITY**

While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

32. **SUBCONTRACTING**

All subcontracts entered into pursuant to this agreement shall incorporate this agreement in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this agreement and after original contract award, without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this agreement. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor’s duties.
This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Agreement.

33. **TAXES**
All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

34. **TERMINATION FOR CONVENIENCE**
Notwithstanding any provisions of this agreement, the Contractor may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this agreement, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this agreement, in whole or in part. If this agreement is so terminated, the Department shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the agreement, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

35. **TERMINATION OR SUSPENSION FOR CAUSE**
In the event the Department determines the Contractor has failed to comply with the conditions of this agreement in an acceptable and timely manner, the Department has the right to suspend or terminate this agreement. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the agreement shall be deemed terminated.

The Department reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the agreement.

In the event this agreement is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or his Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the Department provided in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

36. **TERMINATION PROCEDURE**
Upon termination of this agreement the Department, in addition to any other rights provided in this agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property, unless the termination is for default, in which case The Adjutant General or his Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.
The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or his Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:

a. Stop work under the agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or his Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or his Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.

37. TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the agreement specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, http://www.ofm.wa.gov/policy/10.90.htm as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this agreement must be maintained by the Contractor and be made available to the Department upon request.

38. TREATMENT OF ASSETS

a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the agreement, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this agreement.

c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.

e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.

f. All reference to the Contractor under this clause shall include any of his/her employees or agents or subcontractors.

39. **WAIVER OF DEFAULT**
Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Director and attached to the original agreement.

GT&C Approved 5/5/2015
AHAB SITE SURVEY INFORMATION TEMPLATE
Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location
1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.

Documenting Installation Location:
1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location
1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~1" exposed and painted white.

Requesting Underground Utility Check
1. Call the state-wide underground utility check number with the information collected above. 1-800-424-5555 http://www.wucc.org/Intro.html
2. Mark all utilities within a 50' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out 25' from the pole in one direction attached to 2 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:
1. The installation contractor will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. The pole installer will update the underground utility check prior to pole installation using the ticket number you provided.
3. Receiving jurisdiction is responsible to get power to the pole to include the application for power hookup.
MEMORANDUM FOR: The Record

FROM: Andrew Stern
Acting Director, NWS Analyze, Forecast, and Support Office

SUBJECT: Categorical Exclusion: National Tsunami Hazard Mitigation Program (NTHMP)

NAO 216-6, Environmental Review Procedures, requires all proposed projects to be reviewed with respect to environmental consequences on the human environment. This memorandum addresses the applicability of issuing grants through the non-competitive NWS led NTHMP under Catalog for Federal Domestic Assistance number 11.467, Meteorologic and Hydrologic Modernization Development, to conduct the activities described below.

Description of Project –
The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. These activities will engage emergency management and researchers in areas of interest to the tsunami community.

Effects of the Projects –
The activities promoted through this program will generate results in oceanographic modeling, tsunami forecasting, and education and outreach efforts. No substantive interactions with the environment will take place.

Categorical Exclusion –
This project would not result in any significant changes to the human environment. As defined in Sections 5.05 and 6.03.c.3(a) [Research] of NAO 216-6, this program supports one-year to three-year grants of limited size or magnitude or with only short term effects on the environment and for which any cumulative effects are negligible. As such, in my position as responsible program manager for this project, I have determined it is categorically excluded from the need to prepare an Environmental Assessment. The attached NEPA worksheet supports this position.
NTHMP GRANTEE NEPA/HISTORICAL REVIEW CHECKLIST
For FY17 NTHMP Grant Cycle
Funding Opportunity Number: NOAA-NWS-NWSPO-2017-2005249

NTHMP grant partner: __Washington State Emergency Management Division____

Review all questions below. If all answers are “no”, then use Section A: Short Form. If any answer to any item is “yes”, then use Section B: Long Form.

SECTION A – SHORT FORM

We have reviewed all questions listed in Section B and affirm that all answers to all questions are “NO” for all tasks for this NTHMP grant application.

Name: (print) __Maximilian Dixon________

Signature: __________________________

Title: _______Earthquake Program Manager_______

Date: ______May 22, 2017_______________
Approve reimbursement from the FY State Homeland Security Grant Program #E18-157 to the City of Raymond for the Police Dept in the amount of $3,500 for the purchase of a dual band digital radio, to the Fire Dept in the amount of $2,344 for the purchase of a Dell 5414 XCTO Rugged Mobile Data Computer and authorize reimbursement after purchase for three additional Dell 5414 XCTO Rugged Mobile Data Computers for the Fire Dept in an amount not to exceed $7,032, all subject to adequate budget appropriations.

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Pacific County Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Scott McDougall, Director</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td>360-875-9338</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

Request approval to reimburse the City of Raymond Police Department $3,500.00 toward the purchase of a dual band digital radio. Also request approval to reimburse the City of Raymond Fire Department $2,344.33 for the purchase of a Dell 5414 XCTO Rugged Mobile Data Computer. In addition, request authorization to reimburse the City of Raymond Fire Department for three additional Mobile Data Computers, once the purchases have been finalized and documentation has been provided in accordance with the terms of the grant, in the amount of $2,344.33 each. These purchases were approved by the 911 Operations board from the FY 17 State Homeland Security Grant Program grant #E18-157. This amount will be reimbursed to PCEMA through this grant.

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

Approve reimbursement from the FY State Homeland Security Grant Program #E18-157 to the City of Raymond for the Police Dept in the amount of $3,500 for the purchase of a dual band digital radio, to the Fire Dept in the amount of $2,344 for the purchase of a Dell 5414 XCTO Rugged Mobile Data Computer and authorize reimbursement after purchase for three additional Dell 5414 XCTO Rugged Mobile Data Computers for the Fire Dept in an amount not to exceed $7,032, all subject to adequate budget appropriations.
Raymond Police Department  
233 Second Street  
Raymond, WA 98577  
P: 360-875-4120  Fax 4140  
cspoor@raymondpolice.com

Bill To:  
Scott McDougall  
Pacific County Sheriff's Office  
300 Memorial Drive  
South Bend, WA 98586  
(360) 875-9395

<table>
<thead>
<tr>
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<th>Unit price</th>
<th>Amount</th>
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<tbody>
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<td>1</td>
<td>Motorola APX3000 Portable Radio</td>
<td>$4,711.16</td>
<td>$4,711.16</td>
<td>✔️</td>
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<td></td>
<td></td>
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<td>$0.00</td>
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<tr>
<td></td>
<td></td>
<td>$0.00</td>
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</table>

Subtotal $4,711.16

Make all checks payable to City of Raymond. If you have any questions concerning this invoice, contact Chief Spoor at (360) 942-4120 ext 2, cspoor@raymondpolice.com.

Sales Tax 8%  
Additional discount  
Balance due $3,500.00
MOTOROLA SOLUTIONS

Bill-To:
RAYMOND POLICE DEPT
233 SECOND ST
RAYMOND, WA 98577
United States

Ultimate Destination:
RAYMOND POLICE DEPT
233 SECOND ST
RAYMOND, WA 98577
United States

Attention:
Name: Chief Spoor
Phone: 360-942-4120

Sales Contact:
Name: Robert Miesse
Email: rmiesse@daywireless.com
Phone: 2536660951

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Due

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<td>PMMN459995</td>
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<td>2</td>
<td>1</td>
<td>NNTN3666A</td>
<td>CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, USN/A</td>
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<td>3</td>
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<td>H5TGE9PW5AN</td>
<td>AFX 8000 ALL BAND PORTABLE MODEL L5</td>
<td>$6,410.00</td>
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<tr>
<td>3a</td>
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<td>Q86SCB</td>
<td>ADD: ASTRO DIGITAL CALI OPERATION</td>
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<td></td>
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<tr>
<td>3b</td>
<td>1</td>
<td>Q86AU</td>
<td>ENH 3 YEAR SERVICE FROM THE START LIF</td>
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<tr>
<td>3c</td>
<td>1</td>
<td>Q86567AA</td>
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<tr>
<td>3d</td>
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Total Quote in USD

$4,917.02

APPLICABLE TAXES WILL BE ADDED TO INVOICE

PO Issued to Motorola Solutions Inc. must:
> Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
> Have a PO Number/Contract Number & Date
> Identify "Motorola Solutions Inc." as the Vendor
> Have Payment Terms or Contract Number
> Be issued in the Legal Entity's Name
> Include a Bill-To Address with a Contact Name and Phone Number
> Include a Ship-To Address with a Contact Name and Phone Number
> Include an Ultimate Address (only if different than the Ship-To)
> Be Greater than or Equal to the Value of the Order
> Be in a Non-Editable Format
> Identify Tax Exemption Status (where applicable)
> Include a Signature (as Required)
# PURCHASE ORDER

**Date:** April 25, 2018  
**PO #:** 04252018001  
**Raymond Police Department**  
233 Second Street  
Raymond, WA 98577  
(360) 942-4120  
Fax (360) 942-4140  
cspoor@raymondpolice.com

**VENDOR:** Motorola Solutions Inc.  
**SHIP TO:** Chief Chuck Spoor  
Raymond Police Department  
233 Second Street  
Raymond, WA 98577  
(360) 942-4120  
Click here to enter text.

<table>
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<tr>
<th>QTY</th>
<th>ITEM #</th>
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<th>QUOTE #</th>
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<td>1</td>
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<td>Add conventional operation</td>
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**SUBTOTAL:** 4917.02  
**SALES TAX:** 398.28  
**TOTAL:** 5315.30

1. Please send two copies of your Invoice.  
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.  
3. Please notify us immediately if you are unable to ship as specified.  
4. Send all correspondence to:  
   Chief Chuck Spoor  
   Raymond Police Department  
   233 Second Street  
   Raymond, WA 98577

[Signature]  
[Date: 04/25/16]
August 8, 2018

<table>
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<th>Date of Service</th>
<th>Description</th>
<th>Charge</th>
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<tr>
<td></td>
<td>Dell Latitude 5414 Rugged, XCTO</td>
<td>$2,344.33</td>
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<tr>
<td></td>
<td>Detailed invoice attached</td>
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</tbody>
</table>

**Total Charges:** $2,344.33

Please detach and return with payment

Send check payable to:

Raymond Fire Department
212 Commercial Street
Raymond, WA 98577

Dell Latitude 5414 Rugged, XCTO

Amount due: $2,344.33

$9377.32

A Tradition Of Service To Our Community
<table>
<thead>
<tr>
<th>1. Subrecipient Name and Address:</th>
<th>2. Grant Agreement Amount:</th>
<th>3. Grant Agreement Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Emergency Management Agency 300 Memorial Drive / P.O. Box 27 South Bend, WA 98586-0027</td>
<td>$15,153</td>
<td>E18-169</td>
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</table>

<table>
<thead>
<tr>
<th>4. Subrecipient Contact, phone/email:</th>
<th>5. Grant Agreement Start Date:</th>
<th>6. Grant Agreement End Date:</th>
</tr>
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<tbody>
<tr>
<td>Scott McDougall, (360) 875-8308 <a href="mailto:smcdougall@co.pacific.wa.us">smcdougall@co.pacific.wa.us</a></td>
<td>09/07/2017</td>
<td>08/31/2019</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Zoe Choate, (253) 512-7481</td>
<td>08400416</td>
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<table>
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<tr>
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<th>11. Federal Funding Identification #:</th>
<th>12. Federal Award Date:</th>
<th>13. Catalog of Federal Domestic Assistance (CFDA) # &amp; Title:</th>
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<tbody>
<tr>
<td>Washington State Military Department (the &quot;Department&quot;) and the U.S. Department of Homeland Security (DHS)</td>
<td>EMW-2017-SS-00101-S01</td>
<td>08/31/2017</td>
<td>97.067 - HSGP (17SHSP)</td>
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</table>

<table>
<thead>
<tr>
<th>14. Total Federal Award Amount:</th>
<th>15. Program Index # &amp; OBJ/SUB-OBJ:</th>
<th>16. TIN:</th>
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<tbody>
<tr>
<td>$13,204,851</td>
<td>7735Z, 7735H, 7735B, 7735LB, 7735C, 7735Q / NZ</td>
<td>N/A</td>
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</table>

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>BY LEGISLATIVE DISTRICTS: 35</td>
<td>Pacific</td>
<td>X N/A □ NO</td>
</tr>
<tr>
<td>BY CONGRESSIONAL DISTRICTS: 6</td>
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<td>□ YES, OMWBE #</td>
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<table>
<thead>
<tr>
<th>20. Agreement Classification</th>
<th>21. Contract Type (check all that apply):</th>
<th>22. Subrecipient Selection Process:</th>
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<tbody>
<tr>
<td>□ Personal Services □ Client Services X Public/Local Gov't</td>
<td>□ Contract X Grant X Agreement</td>
<td>X &quot;To all who apply &amp; qualify&quot;</td>
</tr>
<tr>
<td>□ Research/Development □ A/E □ Other</td>
<td>□ Intergovernmental (RCW 39.34) □ Intergency</td>
<td>□ Competitive Bidding</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Sole Source A/E RCW □ N/A</td>
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<td></td>
<td></td>
<td>□ Filed w/OFM? □ Advertised? □ YES □ NO</td>
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<table>
<thead>
<tr>
<th>23. Subrecipient Type (check all that apply)</th>
<th>24. PURPOSE &amp; DESCRIPTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Private Organization/Individual □ For-Profit</td>
<td>The purpose of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.</td>
</tr>
<tr>
<td>□ Public Organization/Jurisdiction □ Non-Profit</td>
<td>The Department is the Recipient and Pass-through Entity of the 17HSGP Award EMW-2017-SS-00101-S01, which is incorporated in and attached hereto as Attachment 1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Scope, Schedule, and Budget for the subaward are detailed in Attachment 2.</td>
</tr>
<tr>
<td>□ CONTRACTOR □ SUBRECIPIENT □ OTHER</td>
<td>In WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet: Special Terms &amp; Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.</td>
</tr>
</tbody>
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<thead>
<tr>
<th>25. IN EVENT OF INCONSISTENCY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The parties hereto have executed this Agreement on the day and year last specified below.</td>
</tr>
</tbody>
</table>

**WHEREAS,** the parties hereto have executed this Agreement on the day and year last specified below.

<table>
<thead>
<tr>
<th>FOR THE DEPARTMENT:</th>
<th>FOR THE SUBRECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regan Anne Hesse, Chief Financial Officer Washington State Military Department</td>
<td>Lisa Olsen, Chairperson Pacific County Board of County Commissioners</td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td>09/07/18</td>
<td>10/18</td>
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</table>

**APPROVED AS TO FORM:**

<table>
<thead>
<tr>
<th>Applicant's Legal Review</th>
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</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
</tr>
<tr>
<td>m00929</td>
</tr>
</tbody>
</table>
Approve rescinding motion of July 24, 2018 pertaining to the wage increase for Cody Buchanan and retain wages at $16/hour, 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 #: 23

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: Board of County Commissioners  DIVISION (if applicable): Boards/Commissions

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

SIGNATURE:  ____________________  DATE:  8/6/2018

NARRATIVE OF REQUEST

William Eisaman applied for a position on the Veterans Advisory Board. There is currently one vacant alternate position that Mr. Eisaman would qualify for appointment to.

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

Approve the appointment of William Eisaman to Alternate-Position #4 on the Veterans Advisory Board, effective immediately.
Approve Tourism Service Contract with Pacific County Tourism Bureau in the amount of $75,000, with North Coast Food Web in the amount of $4,695, with NW Carriage Museum in the amount of $10,000 and with Pacific County EDC in the amount of $50,000, all subject to adequate budget appropriations
TOURISM SERVICE CONTRACT

Lodging Tax Contract: North Coast Food Web

Contract Reference: TDF106: RFP-NCFW

THIS AGREEMENT is made by and between the North Coast Food Web, 577 18th Street, Astoria, Oregon 97103. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities…” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the request for proposal, (b) coordinating the request for proposal advertising, (c) evaluating submitted proposal packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING:** Four Thousand Six Hundred Ninety-Five Dollars ($4,695.00) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal years 2018-2020 to assist with Tourism Promotion of Pacific County. Said amount shall constitute the maximum
TOURISM SERVICE CONTRACT

Lodging Tax Contract: Northwest Carriage Museum

Contract Reference: TDF106: RFP-NWCM

THIS AGREEMENT is made by and between the Northwest Carriage Museum, P.O. Box 534, Raymond, Washington 98577. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the request for proposal, (b) coordinating the request for proposal advertising, (c) evaluating submitted proposal packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:
TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Tourism Bureau

Contract Reference: TDF106: RFP-PCTB

THIS AGREEMENT is made by and between the Pacific County Tourism Bureau, P.O. Box 562, Seaview, Washington 98644. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities…” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the request for proposal, (b) coordinating the request for proposal advertising, (c) evaluating submitted proposal packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:
TOURISM SERVICE CONTRACT

Lodging Tax Contract: Pacific County Economic Development Council

Contract Reference: TDF106: RFP-PCEDC

THIS AGREEMENT is made by and between the Pacific County Economic Development Council, 600 Washington Avenue, Raymond, Washington 98577. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities…” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the request for proposal, (b) coordinating the request for proposal advertising, (c) evaluating submitted proposal packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:
<table>
<thead>
<tr>
<th>Activity /Components of project (Contractor's scope of work)</th>
<th>Deliverable</th>
<th>Total Funded</th>
<th>Total Requested</th>
<th>Percentage of Proposal Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>Steering Committee/Outreach Strategy/PCTB Coord</td>
<td>$ 7,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td>DART Model Development</td>
<td>$ 7,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td>Surveys, Interview, Metric Development for Measuring DART Impact</td>
<td>$ 7,500.00</td>
<td></td>
<td></td>
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<tr>
<td>Consultant</td>
<td>Final DART Report/Hard copy of final DART Report</td>
<td>$ 7,500.00</td>
<td></td>
<td></td>
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<tr>
<td>PCEDC</td>
<td>Staff Time</td>
<td>$ 15,000.00</td>
<td></td>
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</tr>
<tr>
<td>PCEDC</td>
<td>Social Media Class Prep, Advertisement, Recruitment</td>
<td>$ 4,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCEDC</td>
<td>Staff Travel</td>
<td>$ 1,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL LTAC Funded $ 50,000.00
<table>
<thead>
<tr>
<th>Activity /Components of project (Contractor's scope of work)</th>
<th>Deliverable</th>
<th>Total Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>Steering Committee/Outreach Strategy</td>
<td>$ 3,000.00</td>
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<td>Consultant</td>
<td>DART Model Development</td>
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<td>Consultant</td>
<td>Surveys, Interview, Metric Development for Measuring DART Impact</td>
<td>$ 6,000.00</td>
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<tr>
<td>Consultant</td>
<td>Report recommendations for RV Park/Campground</td>
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<tr>
<td>Consultant</td>
<td>Final DART Report</td>
<td>$ 5,000.00</td>
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<tr>
<td>PCEDC</td>
<td>Staff Time</td>
<td>$ 3,000.00</td>
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<tr>
<td>PCEDC</td>
<td>Birding, cycling, other route &amp; corridor evaluation, document review/edit</td>
<td>$ 10,000.00</td>
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<tr>
<td>PCEDC</td>
<td>Social Media Class Prep, Advertisement, Recruitment</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>PCEDC</td>
<td>Staff Travel</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>PCEDC</td>
<td>Admin- overhead, materials</td>
<td>$ 2,000.00</td>
</tr>
</tbody>
</table>

**TOTAL LTAC Funded**  
$ 50,000.00
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.
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐_DENIED

Subject to Adequate Budget Appropriations
☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ____________________________
☐ CONTINUED TO DATE: _______________ TIME: ____________________________
☐ OTHER: ____________________________

Agenda Item #: 26
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.
☐ 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: Board of County Commissioners DIVISION (if applicable):

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

SIGNATURE: __________________________________________ DATE: 8/6/2018

NARRATIVE OF REQUEST
Open Public Hearing
Swear in those wishing to testify/comment
Close public input portion/hearing
BOCC discussion

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Adopt Ordinance No. 185 enacting Chapter 9.46 RCW Gambling -1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E AND 103F and shall be effective the 14th day of August, 2018

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 185

AN ORDINANCE ENACTING CHAPTER 9.46 RCW GAMBLING -1973 ACT AND
REPEALING ORDINANCE NOS. 103, 103A, 103B, 103C, 103D, 103E AND 103F

WHEREAS, Chapter 9.46 RCW Gambling – 1973 Act provides the purpose and
guidance to the County for adopting this ordinance; and

WHEREAS, Pacific County’s Gambling Ordinance No. 103 and subsequent amendments
are in need of updating.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, hereby
adopts Ordinance No. 185 as provided in Attachment A and shall take effect the 14th day
of August, 2018, and Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F are
hereby repealed.

PASED BY THE PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS 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

APPROVED AS TO FORM

Prosecutor’s Office       WSBA #       BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

PACIFIC COUNTY, WASHINGTON

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner
ATTACHMENT A
Ordinance No. 185

Chapter 9.46 RCW
GAMBLING - 1973 ACT

9.46.010

Legislative declaration.

The public policy of the state of Washington on gambling is to keep the criminal element out of gambling and to promote the social welfare of the people by limiting the nature and scope of gambling activities and by strict regulation and control.

It is hereby declared to be the policy of the legislature, recognizing the close relationship between professional gambling and organized crime, to restrain all persons from seeking profit from professional gambling activities in this state; to restrain all persons from patronizing such professional gambling activities; to safeguard the public against the evils induced by common gamblers and common gambling houses engaged in professional gambling; and at the same time, both to preserve the freedom of the press and to avoid restricting participation by individuals in activities and social pastimes, which activities and social pastimes are more for amusement rather than for profit, do not maliciously affect the public, and do not breach the peace.

The legislature further declares that the raising of funds for the promotion of bona fide charitable or nonprofit organizations is in the public interest as is participation in such activities and social pastimes as are hereinafter in this chapter authorized.

The legislature further declares that the conducting of bingo, raffles, and amusement games and the operation of punchboards, pull-tabs, card games and other social pastimes, when conducted pursuant to the provisions of this chapter and any rules and regulations adopted pursuant thereto, are hereby authorized, as are only such lotteries for which no valuable consideration has been paid or agreed to be paid as hereinafter in this chapter provided.

The legislature further declares that fishing derbies shall not constitute any form of gambling and shall not be considered as a lottery, a raffle, or an amusement game and shall not be subject to the provisions of this chapter or any rules and regulations adopted hereunder.

The legislature further declares that raffles authorized by the fish and wildlife commission involving hunting big game animals or wild turkeys shall not be subject to the provisions of this chapter or any rules and regulations adopted hereunder, with the exception of this section and RCW 9.46.400.

All factors incident to the activities authorized in this chapter shall be closely controlled, and the provisions of this chapter shall be liberally construed to achieve such end.

9.46.0201

"Amusement game."

"Amusement game," as used in this chapter, means a game played for entertainment in which:

(1) The contestant actively participates;
(2) The outcome depends in a material degree upon the skill of the contestant;
(3) Only merchandise prizes are awarded;
(4) The outcome is not in the control of the operator;
(5) The wagers are placed, the winners are determined, and a distribution of prizes or property is made in the presence of all persons placing wagers at such game; and
(6) Said game is conducted or operated by any agricultural fair, person, association, or organization in such manner and at such locations as may be authorized by rules and regulations adopted by the commission pursuant to this chapter as now or hereafter amended.

Cake walks as commonly known and fish ponds as commonly known shall be treated as amusement games for all purposes under this chapter.

9.46.0205

"Bingo."

"Bingo," as used in this chapter, means a game conducted only in the county within which the organization is principally located in which prizes are awarded on the basis of designated numbers or symbols on a card conforming to numbers or symbols selected at random and in which no cards are sold except at the time and place of said game, when said game is conducted by a bona fide charitable or nonprofit organization, or if an agricultural fair authorized under chapters 15.76 and 36.37 RCW, which does not conduct bingo on more than twelve consecutive days in any calendar year, and except in the case of any agricultural fair as authorized under chapters 15.76 and 36.37 RCW, no person other than a bona fide member or an employee of said organization takes any part in the management or operation of said game, and no person who takes any part in the management or operation of said game takes any part in the management or operation of any game conducted by any other organization or any other branch of the same organization, unless approved by the commission, and no part of the proceeds thereof inure to the benefit of any person other than the organization conducting said game. For the purposes of this section, the organization shall be deemed to be principally located in the county within which it has its primary business office. If the organization has no business office, the organization shall be deemed to be located in the county of principal residence of its chief executive officer: PROVIDED, That any organization which is conducting any licensed and established bingo game in any locale as of January 1, 1981, shall be exempt from the requirement that such game be conducted in the county in which the organization is principally located.

9.46.0209

"Bona fide charitable or nonprofit organization."

(1)(a) "Bona fide charitable or nonprofit organization," as used in this chapter, means:

(i) Any organization duly existing under the provisions of chapter 24.12, 24.20, or 24.28 RCW, any agricultural fair authorized under the provisions of chapters 15.76 or 36.37 RCW, or any nonprofit corporation duly existing under the provisions of chapter 24.03 RCW for charitable, benevolent, eleemosynary, educational, civic, patriotic, political, social, fraternal, athletic or agricultural purposes only, or any nonprofit organization, whether incorporated or otherwise, when found by the commission to be organized and operating for one or more of the aforesaid purposes only, all of which in the opinion of the commission have been organized and are operated primarily for purposes other than the operation of gambling activities authorized under this chapter; or

(ii) Any corporation which has been incorporated under Title 36 U.S.C. and whose principal purposes are to furnish volunteer aid to members of the armed forces of the United States and also to carry on a system of national and international relief and to apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other national calamities and to devise and carry on measures for preventing the same.
(b) An organization defined under (a) of this subsection must:
(i) Have been organized and continuously operating for at least twelve calendar months immediately preceding making application for any license to operate a gambling activity, or the operation of any gambling activity authorized by this chapter for which no license is required; and
(ii) Demonstrate to the commission that it has made significant progress toward the accomplishment of the purposes of the organization during the twelve consecutive month period preceding the date of application for a license or license renewal. The fact that contributions to an organization do not qualify for charitable contribution deduction purposes or that the organization is not otherwise exempt from payment of federal income taxes pursuant to the internal revenue code of 1954, as amended, shall constitute prima facie evidence that the organization is not a bona fide charitable or nonprofit organization for the purposes of this section.

(c) Any person, association or organization which pays its employees, including members, compensation other than is reasonable therefor under the local prevailing wage scale shall be deemed paying compensation based in part or whole upon receipts relating to gambling activities authorized under this chapter and shall not be a bona fide charitable or nonprofit organization for the purposes of this chapter.

(2) For the purposes of RCW 9.46.0315 and 9.46.110, a bona fide nonprofit organization also includes:
(a) A credit union organized and operating under state or federal law. All revenue less prizes and expenses received from raffles conducted by credit unions must be devoted to purposes authorized under this section for charitable and nonprofit organizations; and
(b) A group of executive branch state employees that:
(i) Has requested and received revocable approval from the agency's chief executive official, or such official's designee, to conduct one or more raffles in compliance with this section;
(ii) Conducts a raffle solely to raise funds for either the state combined fund drive, created under RCW 41.04.033; an entity approved to receive funds from the state combined fund drive; or a charitable or benevolent entity, including but not limited to a person or family in need, as determined by a majority vote of the approved group of employees. No person or other entity may receive compensation in any form from the group for services rendered in support of this purpose;
(iii) Promptly provides such information about the group's receipts, expenditures, and other activities as the agency's chief executive official or designee may periodically require, and otherwise complies with this section and RCW 9.46.0315; and
(iv) Limits the participation in the raffle such that raffle tickets are sold only to, and winners are determined only from, the employees of the agency.

(3) For the purposes of RCW 9.46.0277, a bona fide nonprofit organization also includes a county, city, or town, provided that all revenue less prizes and expenses from raffles conducted by the county, city, or town must be used for community activities or tourism promotion activities.
9.46.0213
"Bookmaking."

"Bookmaking," as used in this chapter, means accepting bets, upon the outcome of future contingent events, as a business or in which the bettor is charged a fee or "vigorish" for the opportunity to place a bet.

9.46.0217
"Commercial stimulant."

"Commercial stimulant," as used in this chapter, means an activity is operated as a commercial stimulant, for the purposes of this chapter, only when it is an activity operated in connection with an established business, with the purpose of increasing the volume of sales of food or drink for consumption on that business premises. The commission may by rule establish guidelines and criteria for applying this definition to its applicants and licensees for gambling activities authorized by this chapter as commercial stimulants.

9.46.0221
"Commission."

"Commission," as used in this chapter, means the Washington state gambling commission created in RCW 9.46.040.

9.46.0225
"Contest of chance."

"Contest of chance," as used in this chapter, means any contest, game, gaming scheme, or gaming device in which the outcome depends in a material degree upon an element of chance, notwithstanding that skill of the contestants may also be a factor therein.

9.46.0229
"Fishing derby."

"Fishing derby," as used in this chapter, means a fishing contest, with or without the payment or giving of an entry fee or other consideration by some or all of the contestants, wherein prizes are awarded for the species, size, weight, or quality of fish caught in a bona fide fishing or recreational event.

9.46.0233
"Fund-raising event."

(1) "Fund-raising event," as used in this chapter, means a fund-raising event conducted during any seventy-two consecutive hours but exceeding twenty-four consecutive hours and not more than once in any calendar year or a fund-raising event conducted not more than twice each calendar year for not more than twenty-four consecutive hours each time by a bona fide
charitable or nonprofit organization as defined in RCW 9.46.0209 other than any agricultural fair referred to thereunder, upon authorization therefor by the commission, which the legislature hereby authorizes to issue a license therefor, with or without fee, permitting the following activities, or any of them, during such event: Bingo, amusement games, contests of chance, lotteries, and raffles. However: (a) Gross wagers and bets or revenue generated from participants under subsection (2) of this section received by the organization less the amount of money paid by the organization as winnings, or as payment for services or equipment rental under subsection (2) of this section, and for the purchase cost of prizes given as winnings do not exceed ten thousand dollars during the total calendar days of such fund-raising event in the calendar year; (b) such activities shall not include any mechanical gambling or lottery device activated by the insertion of a coin or by the insertion of any object purchased by any person taking a chance by gambling in respect to the device; (c) only bona fide members of the organization who are not paid for such service or persons licensed or approved by the commission under subsection (2) of this section shall participate in the management or operation of the activities, and all income therefrom, after deducting the cost of prizes and other expenses, shall be devoted solely to the lawful purposes of the organization; and (d) such organization shall notify the appropriate local law enforcement agency of the time and place where such activities shall be conducted. The commission shall require an annual information report setting forth in detail the expenses incurred and the revenue received relative to the activities permitted.

(2) Bona fide charitable or nonprofit organizations may hire a person or vendor, who is licensed or approved by the commission, to organize and conduct a fund-raising event on behalf of the sponsoring organization subject to the following restrictions:

(a) The person or vendor may not provide the facility for the event;
(b) The person or vendor may use paid personnel and may be compensated by a fixed fee determined prior to the event, but may not share in the proceeds of the event;
(c) All wagers must be made with scrip or chips having no cash value. At the end of the event, participants may be given the opportunity to purchase or otherwise redeem their scrip or chips for merchandise prizes;
(d) The value of all purchased prizes must not exceed ten percent of the gross revenue from the event; and
(e) Only members and guests of the sponsoring organization may participate in the event.

(3) Bona fide charitable or nonprofit organizations holding a license to conduct a fund-raising event may join together to jointly conduct a fund-raising event if:

(a) Approval to do so is received from the commission; and
(b) The method of dividing the income and expenditures and the method of recording and handling of funds are disclosed to the commission in the application for approval of the joint fund-raising event and are approved by the commission.

The gross wagers and bets or revenue generated from participants under subsection (2) of this section received by the organizations less the amount of money paid by the organizations as winnings, or as payment for services or equipment rental under subsection (2) of this section, and for the purchase costs of prizes given as winnings may not exceed ten thousand dollars during the total calendar days of such event. The net receipts each organization receives shall count against the organization's annual limit stated in this subsection.

A joint fund-raising event shall count against only the lead organization or organizations receiving fifty percent or more of the net receipts for the purposes of the number of such events an organization may conduct each year.

The commission may issue a joint license for a joint fund-raising event and charge a license fee for such license according to a schedule of fees adopted by the commission which reflects the added cost to the commission of licensing more than one licensee for the event.
9.46.0237
"Gambling."

"Gambling," as used in this chapter, means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome. Gambling does not include fishing derbies as defined by this chapter, parimutuel betting and handicapping contests as authorized by chapter 67.16 RCW, bona fide business transactions valid under the law of contracts, including, but not limited to, contracts for the purchase or sale at a future date of securities or commodities, and agreements to compensate for loss caused by the happening of chance, including, but not limited to, contracts of indemnity or guarantee and life, health, or accident insurance. In addition, a contest of chance which is specifically excluded from the definition of lottery under this chapter shall not constitute gambling.

9.46.0241
"Gambling device."

"Gambling device," as used in this chapter, means: (1) Any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance, including, but not limited to slot machines, video pull-tabs, video poker, and other electronic games of chance; (2) any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof; (3) any device, mechanism, furniture, fixture, construction or installation designed primarily for use in connection with professional gambling; and (4) any subassembly or essential part designed or intended for use in connection with any such device, mechanism, furniture, fixture, construction or installation. In the application of this definition, a pinball machine or similar mechanical amusement device which confers only an immediate and unrecorded right of replay on players thereof, which does not contain any mechanism which varies the chance of winning free games or the number of free games which may be won or a mechanism or a chute for dispensing coins or a facsimile thereof, and which prohibits multiple winnings depending upon the number of coins inserted and requires the playing of five balls individually upon the insertion of a nickel or dime, as the case may be, to complete any one operation thereof, shall not be deemed a gambling device; PROVIDED, That owning, possessing, buying, selling, renting, leasing, financing, holding a security interest in, storing, repairing and transporting such pinball machines or similar mechanical amusement devices shall not be deemed engaging in professional gambling for the purposes of this chapter and shall not be a violation of this chapter; PROVIDED FURTHER, That any fee for the purchase or rental of any such pinball machines or similar amusement devices shall have no relation to the use to which such machines are put but be based only upon the market value of any such machine, regardless of the location of or type of premises where used, and any fee for the storing, repairing and transporting thereof shall have no relation to the use to which such machines are put, but be commensurate with the cost of labor and other expenses incurred in any such storing, repairing and transporting.
9.46.0245

"Gambling information."

"Gambling information," as used in this chapter, means any wager made in the course of and any information intended to be used for professional gambling. In the application of this definition, information as to wagers, betting odds and changes in betting odds shall be presumed to be intended for use in professional gambling. This section shall not apply to newspapers of general circulation or commercial radio and television stations licensed by the federal communications commission.

9.46.0249

"Gambling premises."

"Gambling premises," as used in this chapter, means any building, room, enclosure, vehicle, vessel or other place used or intended to be used for professional gambling. In the application of this definition, any place where a gambling device is found shall be presumed to be intended to be used for professional gambling.

9.46.0253

"Gambling record."

"Gambling record," as used in this chapter, means any record, receipt, ticket, certificate, token, slip or notation given, made, used or intended to be used in connection with professional gambling.

9.46.0257

"Lottery."

"Lottery," as used in this chapter, means a scheme for the distribution of money or property by chance, among persons who have paid or agreed to pay a valuable consideration for the chance.

9.46.0261

"Member," "bona fide member."

"Member" and "bona fide member," as used in this chapter, mean a person accepted for membership in an organization eligible to be licensed by the commission under this chapter upon application, with such action being recorded in the official minutes of a regular meeting or who has held full and regular membership status in the organization for a period of not less than twelve consecutive months prior to participating in the management or operation of any gambling activity. Such membership must in no way be dependent upon, or in any way related to, the payment of consideration to participate in any gambling activity.

Member or bona fide member shall include only members of an organization's specific chapter or unit licensed by the commission or otherwise actively conducting the gambling activity: PROVIDED, That:
(1) Members of chapters or local units of a state, regional or national organization may be considered members of the parent organization for the purpose of a gambling activity conducted by the parent organization, if the rules of the parent organization so permit;

(2) Members of a bona fide auxiliary to a principal organization may be considered members of the principal organization for the purpose of a gambling activity conducted by the principal organization. Members of the principal organization may also be considered members of its auxiliary for the purpose of a gambling activity conducted by the auxiliary; and

(3) Members of any chapter or local unit within the jurisdiction of the next higher level of the parent organization, and members of a bona fide auxiliary to that chapter or unit, may assist any other chapter or local unit of that same organization licensed by the commission in the conduct of gambling activities.

No person shall be a member of any organization if that person's primary purpose for membership is to become, or continue to be, a participant in, or an operator or manager of, any gambling activity or activities.

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9.46.0265

"Player."

"Player," as used in this chapter, means a natural person who engages, on equal terms with the other participants, and solely as a contestant or bettor, in any form of gambling in which no person may receive or become entitled to receive any profit therefrom other than personal gambling winnings, and without otherwise rendering any material assistance to the establishment, conduct or operation of a particular gambling activity. A natural person who gambles at a social game of chance on equal terms with the other participants shall not be considered as rendering material assistance to the establishment, conduct or operation of the social game merely by performing, without fee or remuneration, acts directed toward the arrangement or facilitation of the game, such as inviting persons to play, permitting the use of premises for the game, or supplying cards or other equipment to be used in the games. A person who engages in "bookmaking" as defined in this chapter is not a "player." A person who pays a fee or "vigorish" enabling him or her to place a wager with a bookmaker, or pays a fee other than as authorized by this chapter to participate in a card game, contest of chance, lottery, or gambling activity, is not a player.

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9.46.0269

"Professional gambling."

(1) A person is engaged in "professional gambling" for the purposes of this chapter when:
(a) Acting other than as a player or in the manner authorized by this chapter, the person knowingly engages in conduct which materially aids any form of gambling activity; or
(b) Acting other than in a manner authorized by this chapter, the person pays a fee to participate in a card game, contest of chance, lottery, or other gambling activity; or
(c) Acting other than as a player or in the manner authorized by this chapter, the person knowingly accepts or receives money or other property pursuant to an agreement or understanding with any other person whereby he or she participates or is to participate in the proceeds of gambling activity; or
(d) The person engages in bookmaking; or
(e) The person conducts a lottery; or
(f) The person violates RCW 9.46.039.
(2) Conduct under subsection (1)(a) of this section, except as exempted under this chapter, includes but is not limited to conduct directed toward the creation or establishment of the particular game, contest, scheme, device or activity involved, toward the acquisition or maintenance of premises, paraphernalia, equipment or apparatus therefor, toward the solicitation or inducement of persons to participate therein, toward the actual conduct of the playing phases thereof, toward the arrangement of any of its financial or recording phases, or toward any other phase of its operation. If a person having substantial proprietary or other authoritative control over any premises shall permit the premises to be used with the person's knowledge for the purpose of conducting gambling activity other than gambling activities authorized by this chapter, and acting other than as a player, and the person permits such to occur or continue or makes no effort to prevent its occurrence or continuation, the person shall be considered as being engaged in professional gambling: PROVIDED, That the proprietor of a bowling establishment who awards prizes obtained from player contributions, to players successfully knocking down pins upon the contingency of identifiable pins being placed in a specified position or combination of positions, as designated by the posted rules of the bowling establishment, where the proprietor does not participate in the proceeds of the "prize fund" shall not be construed to be engaging in "professional gambling" within the meaning of this chapter: PROVIDED FURTHER, That the books and records of the games shall be open to public inspection.

9.46.0273
"Punchboards," "pull-tabs."

"Punchboards" and "pull-tabs," as used in this chapter, shall be given their usual and ordinary meaning as of July 16, 1973, except that such definition may be revised by the commission pursuant to rules and regulations promulgated pursuant to this chapter.

9.46.0277
"Raffle."

"Raffle," as used in this chapter, means a game in which tickets bearing an individual number are sold for not more than one hundred dollars each and in which a prize or prizes are awarded on the basis of a drawing from the tickets by the person or persons conducting the game, when the game is conducted by a bona fide charitable or nonprofit organization, no person other than a bona fide member of the organization takes any part in the management or operation of the game, and no part of the proceeds thereof inure to the benefit of any person other than the organization conducting the game.

9.46.0282
"Social card game."

"Social card game" as used in this chapter means a card game that constitutes gambling and is authorized by the commission under RCW 9.46.070. Authorized card games may include a house-banked or a player-funded banked card game. No one may participate in the card game or have an interest in the proceeds of the card game who is not a player or a person licensed by the commission to participate in social card games. There shall be two or more participants in the card game who are players or persons licensed by the commission. The card game must be played in accordance with the rules adopted by the commission under RCW 9.46.070, which
shall include but not be limited to rules for the collection of fees, limitation of wagers, and management of player funds. The number of tables authorized shall be set by the commission but shall not exceed a total of fifteen separate tables per establishment.

9.46.0285

"Thing of value."

"Thing of value," as used in this chapter, means any money or property, any token, object or article exchangeable for money or property, or any form of credit or promise, directly or indirectly, contemplating transfer of money or property or of any interest therein, or involving extension of a service, entertainment or a privilege of playing at a game or scheme without charge.

9.46.0289

"Whoever," "person."

"Whoever" and "person," as used in this chapter, include natural persons, corporations and partnerships and associations of persons; and when any corporate officer, director or stockholder or any partner authorizes, participates in, or knowingly accepts benefits from any violation of this chapter committed by his or her corporation or partnership, he or she shall be punishable for such violation as if it had been directly committed by him or her.

9.46.0305

Dice or coin contests for music, food, or beverage payment.

The legislature hereby authorizes the wagering on the outcome of the roll of dice or the flipping of or matching of coins on the premises of an establishment engaged in the business of selling food or beverages for consumption on the premises to determine which of the participants will pay for coin-operated music on the premises or certain items of food or beverages served or sold by such establishment and therein consumed. Such establishments are hereby authorized to possess dice and dice cups on their premises, but only for use in such limited wagering. Persons engaged in such limited form of wagering shall not be subject to the criminal or civil penalties otherwise provided for in this chapter.

9.46.0311

Charitable, nonprofit organizations—Authorized gambling activities.

The legislature hereby authorizes bona fide charitable or nonprofit organizations to conduct bingo games, raffles, amusement games, and fund-raising events, and to utilize punchboards and pull-tabs and to allow their premises and facilities to be used by only members, their guests, and members of a chapter or unit organized under the same state, regional, or national charter or constitution, to play social card games authorized by the commission, when licensed, conducted or operated pursuant to the provisions of this chapter and rules and regulations adopted pursuant thereto.
9.46.0315

Raffles—No license required, when.

Bona fide charitable or bona fide nonprofit organizations organized primarily for purposes other than the conduct of raffles, are hereby authorized to conduct raffles without obtaining a license to do so from the commission when such raffles are held in accordance with all other requirements of this chapter, other applicable laws, and rules of the commission; when gross revenues from all such raffles held by the organization during the calendar year do not exceed five thousand dollars; and when tickets to such raffles are sold only to, and winners are determined only from among, the regular members of the organization conducting the raffle. The organization may provide unopened containers of beverages containing alcohol as raffle prizes if the appropriate permit has been obtained from the *liquor control board: PROVIDED, That raffles that exceed five thousand dollars may also be conducted pursuant to the provisions of this section if the organization obtains a license from the commission: PROVIDED FURTHER, That the term members for this purpose shall mean only those persons who have become members prior to the commencement of the raffle and whose qualification for membership was not dependent upon, or in any way related to, the purchase of a ticket, or tickets, for such raffles.

9.46.0321

Bingo, raffles, amusement games—No license required, when.

Bona fide charitable or bona fide nonprofit organizations organized primarily for purposes other than the conduct of such activities are hereby authorized to conduct bingo, raffles, and amusement games, without obtaining a license to do so from the commission but only when:

1. Such activities are held in accordance with all other requirements of this chapter, other applicable laws, and rules of the commission;

2. Said activities are, alone or in any combination, conducted no more than twice each calendar year and over a period of no more than twelve consecutive days each time, notwithstanding the limitations of RCW 9.46.0205: PROVIDED, That a raffle conducted under this subsection may be conducted for a period longer than twelve days;

3. Only bona fide members of that organization, who are not paid for such services, participate in the management or operation of the activities;

4. Gross revenues to the organization from all the activities together do not exceed five thousand dollars during any calendar year;

5. All revenue therefrom, after deducting the cost of prizes and other expenses of the activity, is devoted solely to the purposes for which the organization qualifies as a bona fide charitable or nonprofit organization;

6. The organization gives notice at least five days in advance of the conduct of any of the activities to the local police agency of the jurisdiction within which the activities are to be conducted of the organization's intent to conduct the activities, the location of the activities, and the date or dates they will be conducted; and

7. The organization conducting the activities maintains records for a period of one year from the date of the event which accurately show at a minimum the gross revenue from each activity, details of the expenses of conducting the activities, and details of the uses to which the gross revenue therefrom is put.
9.46.0323

Enhanced raffles—Authority of commission—Report, recommendations. *(Expires June 30, 2022.)*

(1) A bona fide charitable or nonprofit organization, as defined in RCW 9.46.0209, whose primary purpose is serving individuals with intellectual disabilities may conduct enhanced raffles if licensed by the commission.

(2) The commission has the authority to approve two enhanced raffles per calendar year for western Washington and two enhanced raffles per calendar year for eastern Washington. Whether the enhanced raffle occurs in western Washington or eastern Washington will be determined by the location where the grand prize winning ticket is to be drawn as stated on the organization's application to the commission. An enhanced raffle is considered approved when voted on by the commission.

(3) The commission has the authority to approve enhanced raffles under the following conditions:

(a) The value of the grand prize must not exceed five million dollars.

(b) Sales may be made in person, by mail, by fax, or by telephone only. Raffle ticket order forms may be printed from the bona fide charitable or nonprofit organization's web site. Obtaining the form in this manner does not constitute a sale.

(c) Tickets purchased as part of a multiple ticket package may be purchased at a discount.

(d) Multiple smaller prizes are authorized during the course of an enhanced raffle for a grand prize including, but not limited to, early bird, refer a friend, and multiple ticket drawings.

(e) A purchase contract is not necessary for smaller noncash prizes, but the bona fide charitable or nonprofit organization must be able to demonstrate that such a prize is available and sufficient funds are held in reserve in the event that the winner chooses a noncash prize.

(f) All enhanced raffles and associated smaller raffles must be independently audited, as defined by the commission during rule making. The audit results must be reported to the commission.

(g) Call centers, when licensed by the commission, are authorized. The bona fide charitable or nonprofit organization may contract with a call center vendor to receive enhanced raffle ticket sales. The vendor may not solicit sales. The vendor may be located outside the state, but the bona fide charitable or nonprofit organization must have a contractual relationship with the vendor stating that the vendor must comply with all applicable Washington state laws and rules.

(h) The bona fide charitable or nonprofit organization must be the primary recipient of the funds raised.

(i) Sales data may be transmitted electronically from the vendor to the bona fide charitable or nonprofit organization. Credit cards, issued by a state regulated or federally regulated financial institution, may be used for payment to participate in enhanced raffles.

(j) Receipts including ticket confirmation numbers may be sent to ticket purchasers either by mail or by email.

(k) In the event the bona fide charitable or nonprofit organization determines ticket sales are insufficient to qualify for a complete enhanced raffle to move forward, the enhanced raffle winner must receive fifty percent of the net proceeds in excess of expenses as the grand prize. The enhanced raffle winner will receive a choice between an annuity value equal to fifty percent of the net proceeds in excess of expenses paid by annuity over twenty years, or a one-time cash payment of seventy percent of the annuity value.
(l) A bona fide charitable or nonprofit organization is authorized to hire a consultant licensed by the commission to run an enhanced raffle; in addition, the bona fide charitable or nonprofit organization must have a dedicated employee who is responsible for oversight of enhanced raffle operations. The bona fide charitable or nonprofit organization is ultimately responsible for ensuring that an enhanced raffle is conducted in accordance with all applicable state laws and rules.

(4) The commission has the authority to set fees for bona fide charitable or nonprofit organizations, call center vendors, and consultants conducting enhanced raffles authorized under this section.

(5) The commission has the authority to adopt rules governing the licensing and operation of enhanced raffles.

(6) Except as specifically authorized in this section, enhanced raffles must be held in accordance with all other requirements of this chapter, other applicable laws, and rules of the commission.

(7) For the purposes of this section:

(a) "Enhanced raffle" means a game in which tickets bearing an individual number are sold for not more than two hundred fifty dollars each and in which a grand prize and smaller prizes are awarded on the basis of drawings from the tickets by the person or persons conducting the game. An enhanced raffle may include additional related entries and drawings, such as early bird, refer a friend, and multiple ticket drawings when the bona fide charitable or nonprofit organization establishes the eligibility standards for such entries and drawings before any enhanced raffle tickets are sold. No drawing may occur by using a random number generator or similar means.

(b) "Early bird drawing" means a separate drawing for a separate prize held prior to the grand prize drawing. All tickets entered into the early bird drawing, including all early bird winning tickets, are entered into subsequent early bird drawings, and also entered into the drawing for the grand prize.

(c) "Refer a friend drawing" means a completely separate drawing, using tickets distinct from those for the enhanced raffle, for a separate prize held at the conclusion of the enhanced raffle for all enhanced raffle ticket purchasers, known as the referring friend, who refer other persons to the enhanced raffle when the other person ultimately purchases an enhanced raffle ticket. The referring friend will receive one ticket for each friend referred specifically for the refer a friend drawing. In addition, each friend referred could also become a referring friend and receive his or her own additional ticket for the refer a friend drawing.

(d) "Multiple ticket drawing" means a completely separate drawing, using tickets distinct from those for the enhanced raffle, for a separate prize held at the conclusion of the enhanced raffle for all enhanced raffle ticket purchasers who purchase a specified number of enhanced raffle tickets. For example, a multiple ticket drawing could include persons who purchase three or more enhanced raffle tickets in the same order, using the same payment information, with tickets in the same person's name. For each eligible enhanced raffle ticket purchased, the purchaser also receives a ticket for the multiple ticket drawing prize.

(e) "Western Washington" includes those counties west of the Cascade mountains, including Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom.

(f) "Eastern Washington" includes those counties east of the Cascade mountains that are not listed in (e) of this subsection.

(8) By December 2016, the commission must report back to the appropriate committees of the legislature on enhanced raffles. The report must include results of the raffles, revenue generated by the raffles, and identify any state or federal regulatory actions taken in relation to
enhanced raffles in Washington. The report must also make recommendations, if any, for policy changes to the enhanced raffle authority.

(9) This section expires June 30, 2022.

9.46.0325

Social card games, punchboards, pull-tabs authorized.

The legislature hereby authorizes any person, association or organization operating an established business primarily engaged in the selling of food or drink for consumption on the premises to conduct social card games and to utilize punchboards and pull-tabs as a commercial stimulant to such business when licensed and utilized or operated pursuant to the provisions of this chapter and rules and regulations adopted pursuant thereto.

9.46.0331

Amusement games authorized—Minimum rules.

The legislature hereby authorizes any person to conduct or operate amusement games when licensed and operated pursuant to the provisions of this chapter and rules and regulations adopted by the commission at such locations as the commission may authorize. The rules shall provide for at least the following:

(1) Persons other than bona fide charitable or bona fide nonprofit organizations shall conduct amusement games only after obtaining a special amusement game license from the commission.

(2) Amusement games may be conducted under such a license only as a part of, and upon the site of:

(a) Any agricultural fair as authorized under chapter 15.76 or 36.37 RCW; or
(b) A civic center of a county, city, or town; or
(c) A world's fair or similar exposition that is approved by the bureau of international expositions at Paris, France; or
(d) A community-wide civic festival held not more than once annually and sponsored or approved by the city, town, or county in which it is held; or
(e) A commercial exposition organized and sponsored by an organization or association representing the retail sales and service operators conducting business in a shopping center or other commercial area developed and operated for retail sales and service, but only upon a parking lot or similar area located in said shopping center or commercial area for a period of no more than seventeen consecutive days by any licensee during any calendar year; or
(f) An amusement park. An amusement park is a group of activities, at a permanent location, to which people go to be entertained through a combination of various mechanical or aquatic rides, theatrical productions, motion picture, and/or slide show presentations with food and drink service. The amusement park must include at least five different mechanical, or aquatic rides, three additional activities, and the gross receipts must be primarily from these amusement activities; or
(g) Within a regional shopping center. A regional shopping center is a shopping center developed and operated for retail sales and service by retail sales and service operators and consisting of more than six hundred thousand gross square feet not including parking areas. Amusement games conducted as a part of, and upon the site of, a regional shopping center shall not be subject to the prohibition on revenue sharing set forth in RCW9.46.120(2); or
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(h) A location that possesses a valid license from the Washington *state liquor control board and prohibits minors on their premises; or

(i) Movie theaters, bowling alleys, miniature golf course facilities, and amusement centers. For the purposes of this section an amusement center shall be defined as a permanent location whose primary source of income is from the operation of ten or more amusement devices; or

(j) Any business whose primary activity is to provide food service for on premises consumption and who offers family entertainment which includes at least three of the following activities: Amusement devices; theatrical productions; mechanical rides; motion pictures; and slide show presentations; or

(k) Other locations as the commission may authorize.

(3) No amusement games may be conducted in any location except in conformance with local zoning, fire, health, and similar regulations. In no event may the licensee conduct any amusement games at any of the locations set out in subsection (2) of this section without first having obtained the written permission to do so from the person or organization owning the premises or an authorized agent thereof, and from the persons sponsoring the fair, exhibition, commercial exhibition, or festival, or from the city or town operating the civic center, in connection with which the games are to be operated.

(4) In no event may a licensee conduct any amusement games at the location described in subsection (2)(g) of this section, without, at the location of such games, providing adult supervision during all hours the licensee is open for business at such location, prohibiting school-age minors from entry during school hours, maintaining full-time personnel whose responsibilities include maintaining security and daily machine maintenance, and providing for hours for the close of business at such location that are no later than 10:00 p.m. on Fridays and Saturdays and on all other days that are the same as those of the regional shopping center in which the licensee is located.

(5) In no event may a licensee conduct any amusement game at a location described in subsection (2)(i) or (j) of this section, without, at the location of such games, providing adult supervision during all hours the licensee is open for business at such location, prohibiting school-age minors from playing licensed amusement games during school hours, maintaining full-time personnel whose responsibilities include maintaining security and daily machine maintenance, and prohibiting minors from playing the amusement games after 10:00 p.m. on any day.

9.46.0335

Sports pools authorized.

The legislature hereby authorizes any person, association, or organization to conduct sports pools without a license to do so from the commission but only when the outcome of which is dependent upon the score, or scores, of a certain athletic contest and which is conducted only in the following manner:

(1) A board or piece of paper is divided into one hundred equal squares, each of which constitutes a chance to win in the sports pool and each of which is offered directly to prospective contestants at one dollar or less;

(2) The purchaser of each chance or square signs his or her name on the face of each square or chance he or she purchases; and

(3) At some time not later than prior to the start of the subject athletic contest the pool is closed and no further chances in the pool are sold;
(4) After the pool is closed a prospective score is assigned by random drawing to each square;

(5) All money paid by entrants to enter the pool less taxes is paid out as the prize or prizes to those persons holding squares assigned the winning score or scores from the subject athletic contest;

(6) The sports pool board is available for inspection by any person purchasing a chance thereon, the commission, or by any law enforcement agency upon demand at all times prior to the payment of the prize;

(7) The person or organization conducting the pool is conducting no other sports pool on the same athletic event; and

(8) The sports pool conforms to any rules and regulations of the commission applicable thereto.

9.46.0341

Golfing sweepstakes authorized.

The legislature hereby authorizes bona fide charitable or nonprofit organizations to conduct, without the necessity of obtaining a permit or license to do so from the commission, golfing sweepstakes permitting wagers of money, and the same shall not constitute such gambling or lottery as otherwise prohibited in this chapter, or be subject to civil or criminal penalties thereunder, but this only when the outcome of such golfing sweepstakes is dependent upon the score, or scores, or the playing ability, or abilities, of a golfing contest between individual players or teams of such players, conducted in the following manner:

(1) Wagers are placed by buying tickets on any players in a golfing contest to "win," "place," or "show" and those holding tickets on the three winners may receive a payoff similar to the system of betting identified as parimutuel, such moneys placed as wagers to be used primarily as winners' proceeds, except moneys used to defray the expenses of such golfing sweepstakes or otherwise used to carry out the purposes of such organization; or

(2) Participants in any golfing contest(s) pay a like sum of money into a common fund on the basis of attaining a stated number of points ascertainable from the score of such participants, and those participants attaining such stated number of points share equally in the moneys in the common fund, without any percentage of such moneys going to the sponsoring organization; or

(3) An auction is held in which persons may bid on the players or teams of players in the golfing contest, and the person placing the highest bid on the player or team that wins the golfing contest receives the proceeds of the auction, except moneys used to defray the expenses of the golfing sweepstakes or otherwise used to carry out the purposes of the organizations; and

(4) Participation is limited to members of the sponsoring organization and their bona fide guests.

9.46.0345

Bowling sweepstakes authorized.

The legislature hereby authorizes bowling establishments to conduct, without the necessity of obtaining a permit or license to do so, as a commercial stimulant, a bowling activity which permits bowlers to purchase tickets from the establishment for a predetermined and posted amount of money, which tickets are then selected by the luck of the draw and the holder of the matching ticket so drawn has an opportunity to bowl a strike and if successful receives a predetermined and posted monetary prize: PROVIDED, That all sums collected by the
establishment from the sale of tickets shall be returned to purchasers of tickets and no part of the proceeds shall inure to any person other than the participants winning in the game or a recognized charity. The tickets shall be sold, and accounted for, separately from all other sales of the establishment. The price of any single ticket shall not exceed one dollar. Accounting records shall be available for inspection during business hours by any person purchasing a chance thereon, by the commission or its representatives, or by any law enforcement agency.

9.46.0351

Social card, dice games—Use of premises of charitable, nonprofit organizations.

(1) The legislature hereby authorizes any bona fide charitable or nonprofit organization which is licensed pursuant to RCW 66.24.400, and its officers and employees, to allow the use of the premises, furnishings, and other facilities not gambling devices of such organization by members of the organization, and members of a chapter or unit organized under the same state, regional, or national charter or constitution, who engage as players in the following types of gambling activities only:

(a) Social card games; and
(b) Social dice games, which shall be limited to contests of chance, the outcome of which are determined by one or more rolls of dice.

(2) Bona fide charitable or nonprofit organizations shall not be required to be licensed by the commission in order to allow use of their premises in accordance with this section. However, the following conditions must be met:

(a) No organization, corporation, or person shall collect or obtain or charge any percentage of or shall collect or obtain any portion of the money or thing of value wagered or won by any of the players: PROVIDED, That a player may collect his or her winnings; and
(b) No organization, corporation, or person shall collect or obtain any money or thing of value from, or charge or impose any fee upon, any person which either enables him or her to play or results in or from his or her playing: PROVIDED, That this subsection shall not preclude collection of a membership fee which is unrelated to participation in gambling activities authorized under this section.

9.46.0356

Promotional contests of chance authorized.

(1) The legislature authorizes:

(a) A business to conduct a promotional contest of chance as defined in this section, in this state, or partially in this state, whereby the elements of prize and chance are present but in which the element of consideration is not present;
(b) A financial institution, as defined in *RCW 30.22.040, to conduct a promotional contest of chance under this section in which: (i) A drawing for an annual prize is held that includes as eligible prize recipients only those persons who deposited funds at the financial institution in a savings account, certificate of deposit, or any other savings program and retained those funds for at least twelve months in the savings account, certificate of deposit, or other savings program; and (ii) drawings for other prizes are held from time to time that include as eligible prize recipients only those persons who deposited funds at the financial institution in a savings account, certificate of deposit, or other savings program. No such contest may be conducted, either wholly or partially, by means of the internet.
(2) Promotional contests of chance under this section are not gambling as defined in RCW 9.46.0237.

(3) Promotional contests of chance shall be conducted as advertising and promotional undertakings solely for the purpose of advertising or promoting the services, goods, wares, and merchandise of a business.

(4) No person eligible to receive a prize in a promotional contest of chance under subsection (1)(a) of this section may be required to:
   (a) Pay any consideration to the promoter or operator of the business in order to participate in the contest; or
   (b) Purchase any service, goods, wares, merchandise, or anything of value from the business, however, for other than contests entered through a direct mail solicitation, the promoter or sponsor may give additional entries or chances upon purchase of service, goods, wares, or merchandise if the promoter or sponsor provides an alternate method of entry requiring no consideration.

(5) No person eligible to receive a prize in a promotional contest of chance under subsection (1)(b) of this section may be required to pay any consideration other than the deposit of funds, or purchase any service, goods, wares, merchandise, or anything of value from the financial institution.

(6)(a) As used in this section, "consideration" means anything of pecuniary value required to be paid to the promoter or sponsor in order to participate in a promotional contest. Such things as visiting a business location, placing or answering a telephone call, completing an entry form or customer survey, or furnishing a stamped, self-addressed envelope do not constitute consideration.

(b) Coupons or entry blanks obtained by purchase of a bona fide newspaper or magazine or in a program sold in conjunction with a regularly scheduled sporting event are not consideration.

(7) Unless authorized by the commission, equipment or devices made for use in a gambling activity are prohibited from use in a promotional contest.

(8) This section shall not be construed to permit noncompliance with chapter 19.170 RCW, promotional advertising of prizes, and chapter 19.86 RCW, unfair business practices.

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**9.46.0361**

**Turkey shoots authorized.**

The legislature hereby authorizes bona fide charitable or nonprofit organizations to conduct, without the necessity of obtaining a permit or license to do so from the commission, turkey shoots permitting wagers of money. Such contests shall not constitute such gambling or lottery as otherwise prohibited in this chapter, or be subject to civil or criminal penalties. Such organizations must be organized for purposes other than the conduct of turkey shoots.

Such turkey shoots shall be held in accordance with all other requirements of this chapter, other applicable laws, and rules that may be adopted by the commission. Gross revenues from all such turkey shoots held by the organization during the calendar year shall not exceed five thousand dollars. Turkey shoots conducted under this section shall meet the following requirements:

(1) The target shall be divided into one hundred or fewer equal sections, with each section constituting a chance to win. Each chance shall be offered directly to a prospective contestant for one dollar or less;
(2) The purchaser of each chance shall sign his or her name on the face of the section he or she purchases;
(3) The person shooting at the target shall not be a participant in the contest, but shall be a member of the organization conducting the contest;
(4) Participation in the contest shall be limited to members of the organization which is conducting the contest and their guests;
(5) The target shall contain the following information:
   (a) Distance from the shooting position to the target;
   (b) The gauge of the shotgun;
   (c) The type of choke on the barrel;
   (d) The size of shot that will be used; and
   (e) The prize or prizes that are to be awarded in the contest;
(6) The targets, shotgun, and ammunition shall be available for inspection by any person purchasing a chance thereon, the commission, or by any law enforcement agency upon demand, at all times before the prizes are awarded;
(7) The turkey shoot shall award the prizes based upon the greatest number of shots striking a section;
(8) No turkey shoot may offer as a prize the right to advance or continue on to another turkey shoot or turkey shoot target; and
(9) Only bona fide members of the organization who are not paid for such service may participate in the management or operation of the turkey shoot, and all income therefrom, after deducting the cost of prizes and other expenses, shall be devoted solely to the lawful purposes of the organization.

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9.46.039

Greyhound racing prohibited.

(1) A person may not hold, conduct, or operate live greyhound racing for public exhibition, parimutuel betting, or special exhibition events, if such activities are conducted for gambling purposes. A person may not transmit or receive intrastate or interstate simulcasting of greyhound racing for commercial, parimutuel, or exhibition purposes, if such activities are conducted for gambling purposes.
(2) A person who violates this section is guilty of a class B felony, under RCW 9.46.220, professional gambling in the first degree, and is subject to the penalty under RCW 9A.20.021.

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9.46.040

Gambling commission—Members—Appointment—Vacancies, filling.

There shall be a commission, known as the "Washington state gambling commission", consisting of five members appointed by the governor with the consent of the senate. The members of the commission shall be appointed within thirty days of July 16, 1973 for terms beginning July 1, 1973, and expiring as follows: One member of the commission for a term expiring July 1, 1975; one member of the commission for a term expiring July 1, 1976; one member of the commission for a term expiring July 1, 1977; one member of the commission for a term expiring July 1, 1978; and one member of the commission for a term expiring July 1, 1979; each as the governor so determines. Their successors, all of whom shall be citizen members appointed by the governor with the consent of the senate, upon being appointed and qualified, shall serve six year terms: PROVIDED, That no member of the commission who has
served a full six year term shall be eligible for reappointment. In case of a vacancy, it shall be filled by appointment by the governor for the unexpired portion of the term in which said vacancy occurs. No vacancy in the membership of the commission shall impair the right of the remaining member or members to act, except as in RCW 9.46.050(2) provided.

In addition to the members of the commission there shall be four ex officio members without vote from the legislature consisting of: (1) Two members of the senate, one from the majority political party and one from the minority political party, both to be appointed by the president of the senate; (2) two members of the house of representatives, one from the majority political party and one from the minority political party, both to be appointed by the speaker of the house of representatives; such appointments shall be for the term of two years or for the period in which the appointee serves as a legislator, whichever expires first; members may be reappointed; vacancies shall be filled in the same manner as original appointments are made. Such ex officio members who shall collect data deemed essential to future legislative proposals and exchange information with the board shall be deemed engaged in legislative business while in attendance upon the business of the board and shall be limited to such allowances therefor as otherwise provided in RCW 44.04.120, the same to be paid from the "gambling revolving fund" as being expenses relative to commission business.

9.46.050

Gambling commission—Chair—Quorum—Meetings—Compensation and travel expenses—Bond—Removal.

(1) Upon appointment of the initial membership the commission shall meet at a time and place designated by the governor and proceed to organize, electing one of such members as chair of the commission who shall serve until July 1, 1974; thereafter a chair shall be elected annually.

(2) A majority of the members shall constitute a quorum of the commission.

PROVIDED, That all actions of the commission relating to the regulation of licensing under this chapter shall require an affirmative vote by three or more members of the commission.

(3) The principal office of the commission shall be at the state capitol, and meetings shall be held at least quarterly and at such other times as may be called by the chair or upon written request to the chair of a majority of the commission.

(4) Members shall be compensated in accordance with RCW 43.03.250 and shall receive reimbursement for travel expenses incurred in the performance of their duties as provided in RCW 43.03.050 and 43.03.060.

(5) Before entering upon the duties of his or her office, each of the members of the commission shall enter into a surety bond executed by a surety company authorized to do business in this state, payable to the state of Washington, to be approved by the governor, in the penal sum of fifty thousand dollars, conditioned upon the faithful performance of his or her duties, and shall take and subscribe to the oath of office prescribed for elective state officers, which oath and bond shall be filed with the secretary of state. The premium for said bond shall be paid by the commission.

(6) Any member of the commission may be removed for inefficiency, malfeasance, or misfeasance in office, upon specific written charges filed by the governor, who shall transmit such written charges to the member accused and to the chief justice of the supreme court. The chief justice shall thereupon designate a tribunal composed of three judges of the superior court to hear and adjudicate the charges. Such tribunal shall fix the time of the hearing, which shall be public, and the procedure for the hearing, and the decision of such tribunal shall be final.
ATTACHMENT A
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Removal of any member of the commission by the tribunal shall disqualify such member for reappointment.

9.46.060

Gambling commission—Counsel—Audits—Payment for.

(1) The attorney general shall be general counsel for the state gambling commission and shall assign such assistants as may be necessary in carrying out the purposes and provisions of this chapter, which shall include instituting and prosecuting any actions and proceedings necessary thereto.

(2) The state auditor shall audit the books, records, and affairs of the commission annually. The commission shall pay to the state treasurer for the credit of the state auditor such funds as may be necessary to defray the costs of such audits. The commission may provide for additional audits by certified public accountants. All such audits shall be public records of the state.

The payment for legal services and audits as authorized in this section shall be paid upon authorization of the commission from moneys in the gambling revolving fund.

9.46.070

Gambling commission—Powers and duties.

The commission shall have the following powers and duties:

(1) To authorize and issue licenses for a period not to exceed one year to bona fide charitable or nonprofit organizations approved by the commission meeting the requirements of this chapter and any rules and regulations adopted pursuant thereto permitting said organizations to conduct bingo games, raffles, amusement games, and social card games, to utilize punchboards and pull-tabs in accordance with the provisions of this chapter and any rules and regulations adopted pursuant thereto and to revoke or suspend said licenses for violation of any provisions of this chapter or any rules and regulations adopted pursuant thereto: PROVIDED, That the commission shall not deny a license to an otherwise qualified applicant in an effort to limit the number of licenses to be issued: PROVIDED FURTHER, That the commission or director shall not issue, deny, suspend, or revoke any license because of considerations of race, sex, creed, color, or national origin: AND PROVIDED FURTHER, That the commission may authorize the director to temporarily issue or suspend licenses subject to final action by the commission;

(2) To authorize and issue licenses for a period not to exceed one year to any person, association, or organization operating a business primarily engaged in the selling of items of food or drink for consumption on the premises, approved by the commission meeting the requirements of this chapter and any rules and regulations adopted pursuant thereto permitting said person, association, or organization to utilize punchboards and pull-tabs and to conduct social card games as a commercial stimulant in accordance with the provisions of this chapter and any rules and regulations adopted pursuant thereto and to revoke or suspend said licenses for violation of any provisions of this chapter and any rules and regulations adopted pursuant thereto: PROVIDED, That the commission shall not deny a license to an otherwise qualified applicant in an effort to limit the number of licenses to be issued: PROVIDED FURTHER, That the commission may authorize the director to temporarily issue or suspend licenses subject to final action by the commission;
(3) To authorize and issue licenses for a period not to exceed one year to any person, association, or organization approved by the commission meeting the requirements of this chapter and meeting the requirements of any rules and regulations adopted by the commission pursuant to this chapter as now or hereafter amended, permitting said person, association, or organization to conduct or operate amusement games in such manner and at such locations as the commission may determine. The commission may authorize the director to temporarily issue or suspend licenses subject to final action by the commission;

(4) To authorize, require, and issue, for a period not to exceed one year, such licenses as the commission may by rule provide, to any person, association, or organization to engage in the selling, distributing, or otherwise supplying or in the manufacturing of devices for use within this state for those activities authorized by this chapter. The commission may authorize the director to temporarily issue or suspend licenses subject to final action by the commission;

(5) To establish a schedule of annual license fees for carrying on specific gambling activities upon the premises, and for such other activities as may be licensed by the commission, which fees shall provide to the commission not less than an amount of money adequate to cover all costs incurred by the commission relative to licensing under this chapter and the enforcement by the commission of the provisions of this chapter and rules and regulations adopted pursuant thereto: PROVIDED, That all licensing fees shall be submitted with an application therefor and such portion of said fee as the commission may determine, based upon its cost of processing and investigation, shall be retained by the commission upon the withdrawal or denial of any such license application as its reasonable expense for processing the application and investigation into the granting thereof: PROVIDED FURTHER, That if in a particular case the basic license fee established by the commission for a particular class of license is less than the commission's actual expenses to investigate that particular application, the commission may at any time charge to that applicant such additional fees as are necessary to pay the commission for those costs. The commission may decline to proceed with its investigation and no license shall be issued until the commission has been fully paid therefor by the applicant: AND PROVIDED FURTHER, That the commission may establish fees for the furnishing by it to licensees of identification stamps to be affixed to such devices and equipment as required by the commission and for such other special services or programs required or offered by the commission, the amount of each of these fees to be not less than is adequate to offset the cost to the commission of the stamps and of administering their dispersal to licensees or the cost of administering such other special services, requirements or programs;

(6) To prescribe the manner and method of payment of taxes, fees and penalties to be paid to, or collected by the commission;

(7) To require that applications for all licenses contain such information as may be required by the commission: PROVIDED, That all persons (a) having a managerial or ownership interest in any gambling activity, or the building in which any gambling activity occurs, or the equipment to be used for any gambling activity, or (b) participating as an employee in the operation of any gambling activity, shall be listed on the application for the license and the applicant shall certify on the application, under oath, that the persons named on the application are all of the persons known to have an interest in any gambling activity, building, or equipment by the person making such application: PROVIDED FURTHER, That the commission shall require fingerprinting and national criminal history background checks on any persons seeking licenses, certifications, or permits under this chapter or of any person holding an interest in any gambling activity, building, or equipment to be used therefor, or of any person participating as an employee in the operation of any gambling activity. All national criminal history background checks shall be conducted using fingerprints submitted to the United States department of justice-federal bureau of investigation. The commission must establish rules to delineate which
persons named on the application are subject to national criminal history background checks. In
identifying these persons, the commission must take into consideration the nature, character,
size, and scope of the gambling activities requested by the persons making such applications;
(8) To require that any license holder maintain records as directed by the commission and
submit such reports as the commission may deem necessary;
(9) To require that all income from bingo games, raffles, and amusement games be
recorded and reported as established by rule or regulation of the commission to the extent
deemed necessary by considering the scope and character of the gambling activity in such a
manner that will disclose gross income from any gambling activity, amounts received from each
player, the nature and value of prizes, and the fact of distributions of such prizes to the winners
thereof;
(10) To regulate and establish maximum limitations on income derived from bingo. In
establishing limitations pursuant to this subsection the commission shall take into account (a) the
nature, character, and scope of the activities of the licensee; (b) the source of all other income of
the licensee; and (c) the percentage or extent to which income derived from bingo is used for
charitable, as distinguished from nonprofit, purposes. However, the commission's powers and
duties granted by this subsection are discretionary and not mandatory;
(11) To regulate and establish the type and scope of and manner of conducting the
gambling activities authorized by this chapter, including but not limited to, the extent of wager,
money, or other thing of value which may be wagered or contributed or won by a player in any
such activities;
(12) To regulate the collection of and the accounting for the fee which may be imposed
by an organization, corporation, or person licensed to conduct a social card game on a person
desiring to become a player in a social card game in accordance with RCW 9.46.0282;
(13) To cooperate with and secure the cooperation of county, city, and other local or state
agencies in investigating any matter within the scope of its duties and responsibilities;
(14) In accordance with RCW 9.46.080, to adopt such rules and regulations as are
deemed necessary to carry out the purposes and provisions of this chapter. All rules and
regulations shall be adopted pursuant to the administrative procedure act, chapter 34.05 RCW;
(15) To set forth for the perusal of counties, city-counties, cities and towns, model
ordinances by which any legislative authority thereof may enter into the taxing of any gambling
activity authorized by this chapter;
(16)(a) To establish and regulate a maximum limit on salaries or wages which may be
paid to persons employed in connection with activities conducted by bona fide charitable or
nonprofit organizations and authorized by this chapter, where payment of such persons is
allowed, and to regulate and establish maximum limits for other expenses in connection with
such authorized activities, including but not limited to, rent or lease payments. However, the
commissioner's powers and duties granted by this subsection are discretionary and not
mandatory.
(b) In establishing these maximum limits the commission shall take into account the
amount of income received, or expected to be received, from the class of activities to which the
limits will apply, and the amount of money the games could generate for authorized charitable or
nonprofit purposes absent such expenses. The commission may also take into account, in its
discretion, other factors, including but not limited to, the local prevailing wage scale and whether
charitable purposes are benefited by the activities;
(17) To authorize, require, and issue for a period not to exceed one year such licenses or
permits, for which the commission may by rule provide, to any person to work for any operator
of any gambling activity authorized by this chapter in connection with that activity, or any
manufacturer, supplier, or distributor of devices for those activities in connection with such
business. The commission may authorize the director to temporarily issue or suspend licenses subject to final action by the commission. The commission shall not require that persons working solely as volunteers in an authorized activity conducted by a bona fide charitable or bona fide nonprofit organization, who receive no compensation of any kind for any purpose from that organization, and who have no managerial or supervisory responsibility in connection with that activity, be licensed to do such work. The commission may require that licensees employing such unlicensed volunteers submit to the commission periodically a list of the names, addresses, and dates of birth of the volunteers. If any volunteer is not approved by the commission, the commission may require that the licensee not allow that person to work in connection with the licensed activity;

(18) To publish and make available at the office of the commission or elsewhere to anyone requesting it a list of the commission licensees, including the name, address, type of license, and license number of each licensee;

(19) To establish guidelines for determining what constitutes active membership in bona fide nonprofit or charitable organizations for the purposes of this chapter;

(20) To renew the license of every person who applies for renewal within six months after being honorably discharged, removed, or released from active military service in the armed forces of the United States upon payment of the renewal fee applicable to the license period, if there is no cause for denial, suspension, or revocation of the license;

(21) To issue licenses under subsections (1) through (4) of this section that are valid for a period of up to eighteen months, if it chooses to do so, in order to transition to the use of the business licensing services program through the department of revenue; and

(22) To perform all other matters and things necessary to carry out the purposes and provisions of this chapter.

9.46.0701

Charitable or nonprofit organizations—Sharing facilities.

The commission may allow existing licensees under RCW 9.46.070(1) to share facilities at one location.

9.46.071

Information for pathological gamblers—Fee increases.

(1) The legislature recognizes that some individuals in this state are problem or pathological gamblers. Because the state promotes and regulates gambling through the activities of the state lottery commission, the Washington horse racing commission, and the Washington state gambling commission, the state has the responsibility to continue to provide resources for the support of services for problem and pathological gamblers. Therefore, the Washington state gambling commission, the Washington horse racing commission, and the state lottery commission shall jointly develop informational signs concerning problem and pathological gambling which include a toll-free hotline number for problem and pathological gamblers. The signs shall be placed in the establishments of gambling licensees, horse racing licensees, and lottery retailers. In addition, the Washington state gambling commission, the Washington horse racing commission, and the state lottery commission may also contract with other qualified entities to provide public awareness, training, and other services to ensure the intent of this section is fulfilled.
(2)(a) During any period in which RCW 82.04.285(2) is in effect, the commission may not increase fees payable by licensees under its jurisdiction for the purpose of funding services for problem and pathological gambling. Any fee imposed or increased by the commission, for the purpose of funding these services, before July 1, 2005, shall have no force and effect after July 1, 2005.

(b) During any period in which RCW 82.04.285(2) is not in effect:
   (i) The commission, the Washington state horse racing commission, and the state lottery commission may contract for services, in addition to those authorized in subsection (1) of this section, to assist in providing for treatment of problem and pathological gambling; and
   (ii) The commission may increase fees payable by licenses [licensees] under its jurisdiction for the purpose of funding the services authorized in this section for problem and pathological gamblers.

9.46.072

Pathological gambling behavior—Warning.

An entity licensed under RCW 9.46.070(1) which conducts or allows its premises to be used for conducting bingo on more than three occasions per week shall include the following statement in any advertising or promotion of gambling activity conducted by the licensee: "CAUTION: Participation in gambling activity may result in pathological gambling behavior causing emotional and financial harm. For help, call 1-800-547-6133."

For purposes of this section, "advertising" includes print media, point-of-sale advertising, electronic media, billboards, and radio advertising.

9.46.075

Gambling commission—Denial, suspension, or revocation of license, permit—Other provisions not applicable.

The commission may deny an application, or suspend or revoke any license or permit issued by it, for any reason or reasons, it deems to be in the public interest. These reasons shall include, but not be limited to, cases wherein the applicant or licensee, or any person with any interest therein:

(1) Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by chapter 9.46 RCW and any amendments thereto, or any rules adopted by the commission pursuant thereto, or when a violation of any provision of chapter 9.46 RCW, or any commission rule, has occurred upon any premises occupied or operated by any such person or over which he or she has substantial control;

(2) Knowingly causes, aids, abets, or conspires with another to cause, any person to violate any of the laws of this state or the rules of the commission;

(3) Has obtained a license or permit by fraud, misrepresentation, concealment, or through inadvertence or mistake;

(4) Has been convicted of, or forfeited bond upon a charge of, or pleaded guilty to, forgery, larceny, extortion, conspiracy to defraud, wilful failure to make required payments or reports to a governmental agency at any level, or filing false reports therewith, or of any similar offense or offenses, or of bribing or otherwise unlawfully influencing a public official or employee of any state or the United States, or of any crime, whether a felony or misdemeanor involving any gambling activity or physical harm to individuals or involving moral turpitude;
(5) Denies the commission or its authorized representatives, including authorized local law enforcement agencies, access to any place where a licensed activity is conducted or who fails promptly to produce for inspection or audit any book, record, document or item required by law or commission rule;

(6) Shall fail to display its license on the premises where the licensed activity is conducted at all times during the operation of the licensed activity;

(7) Makes a misrepresentation of, or fails to disclose, a material fact to the commission;

(8) Fails to prove, by clear and convincing evidence, that he, she or it is qualified in accordance with the provisions of this chapter;

(9) Is subject to current prosecution or pending charges, or a conviction which is under appeal, for any of the offenses included under subsection (4) of this section: PROVIDED, That at the request of an applicant for an original license, the commission may defer decision upon the application during the pendency of such prosecution or appeal;

(10) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of the criminal or civil public policy of this state if such pursuit creates probable cause to believe that the participation of such person in gambling or related activities would be inimical to the proper operation of an authorized gambling or related activity in this state. For the purposes of this section, occupational manner or context shall be defined as the systematic planning, administration, management or execution of an activity for financial gain;

(11) Is a career offender or a member of a career offender cartel or an associate of a career offender or career offender cartel in such a manner which creates probable cause to believe that the association is of such a nature as to be inimical to the policy of this chapter or to the proper operation of the authorized gambling or related activities in this state. For the purposes of this section, career offender shall be defined as any person whose behavior is pursued in an occupational manner or context for the purpose of economic gain utilizing such methods as are deemed criminal violations of the public policy of this state. A career offender cartel shall be defined as any group of persons who operate together as career offenders.

For the purpose of reviewing any application for a license and for considering the denial, suspension or revocation of any license the gambling commission may consider any prior criminal conduct of the applicant or licensee and the provisions of RCW 9.95.240 and of chapter 9.96A RCW shall not apply to such cases.

9.46.077

Gambling commission—Vacation of certain suspensions upon payment of monetary penalty.

The commission, when suspending any license for a period of thirty days or less, may further provide in the order of suspension that such suspension shall be vacated upon payment to the commission of a monetary penalty in an amount then fixed by the commission.

9.46.080

Gambling commission—Administrator—Staff—Rules and regulations—Service contracts.

The commission shall employ a full time director, who shall be the administrator for the commission in carrying out its powers and duties and who shall issue rules and regulations adopted by the commission governing the activities authorized hereunder and shall supervise
commission employees in carrying out the purposes and provisions of this chapter. In addition, the director shall employ a deputy director, not more than three assistant directors, together with such investigators and enforcement officers and such staff as the commission determines is necessary to carry out the purposes and provisions of this chapter. The director, the deputy director, the assistant directors, and personnel occupying positions requiring the performing of undercover investigative work shall be exempt from the provisions of chapter 41.06 RCW, as now law or hereafter amended. Neither the director nor any commission employee working therefor shall be an officer or manager of any bona fide charitable or bona fide nonprofit organization, or of any organization which conducts gambling activity in this state.

The director, subject to the approval of the commission, is authorized to enter into agreements on behalf of the commission for mutual assistance and services, based upon actual costs, with any state or federal agency or with any city, town, or county, and such state or local agency is authorized to enter into such an agreement with the commission. If a needed service is not available from another agency of state government within a reasonable time, the director may obtain that service from private industry.

#### 9.46.085

**Gambling commission—Members and employees—Activities prohibited.**

A member or employee of the gambling commission shall not:

1. Serve as an officer or manager of any corporation or organization which conducts a lottery or gambling activity;
2. Receive or share in, directly or indirectly, the gross profits of any gambling activity regulated by the commission;
3. Be beneficially interested in any contract for the manufacture or sale of gambling devices, the conduct of a gambling activity, or the provision of independent consultant services in connection with a gambling activity.

#### 9.46.090

**Gambling commission—Reports.**

Subject to RCW 40.07.040, the commission shall, from time to time, make reports to the governor and the legislature covering such matters in connection with this chapter as the governor and the legislature may require. These reports shall be public documents and contain such general information and remarks as the commission deems pertinent thereto and any information requested by either the governor or members of the legislature: PROVIDED, That the commission appointed pursuant to RCW 9.46.040 may conduct a thorough study of the types of gambling activity permitted and the types of gambling activity prohibited by this chapter and may make recommendations to the legislature as to: (1) Gambling activity that ought to be permitted; (2) gambling activity that ought to be prohibited; (3) the types of licenses and permits that ought to be required; (4) the type and amount of tax that ought to be applied to each type of permitted gambling activity; (5) any changes which may be made to the law of this state which further the purposes and policies set forth in RCW 9.46.010 as now law or hereafter amended; and (6) any other matter that the commission may deem appropriate. Members of the commission and its staff may contact the legislature, or any of its members, at any time, to advise it of recommendations of the commission.
9.46.095

Gambling commission—Proceedings against, jurisdiction—Immunity from liability.

No court of the state of Washington other than the superior court of Thurston county shall have jurisdiction over any action or proceeding against the commission or any member thereof for anything done or omitted to be done in or arising out of the performance of his or her duties under this title: PROVIDED, That an appeal from an adjudicative proceeding involving a final decision of the commission to deny, suspend, or revoke a license shall be governed by chapter 34.05 RCW, the Administrative Procedure Act.

Neither the commission nor any member or members thereof shall be personally liable in any action at law for damages sustained by any person because of any acts performed or done, or omitted to be done, by the commission or any member of the commission, or any employee of the commission, in the performance of his or her duties and in the administration of this title.

9.46.100

Gambling revolving fund—Created—Receipts—Disbursements—Use.

There is hereby created the gambling revolving fund which shall consist of all moneys receivable for licensing, penalties, forfeitures, and all other moneys, income, or revenue received by the commission. The state treasurer shall be custodian of the fund. All moneys received by the commission or any employee thereof, except for change funds and an amount of petty cash as fixed by rule or regulation of the commission, shall be deposited each day in a depository approved by the state treasurer and transferred to the state treasurer to be credited to the gambling revolving fund. Disbursements from the revolving fund shall be on authorization of the commission or a duly authorized representative thereof. In order to maintain an effective expenditure and revenue control the gambling revolving fund shall be subject in all respects to chapter 43.88 RCW but no appropriation shall be required to permit expenditures and payment of obligations from such fund. All expenses relative to commission business, including but not limited to salaries and expenses of the director and other commission employees shall be paid from the gambling revolving fund.

During the 2003-2005 fiscal biennium, the legislature may transfer from the gambling revolving fund to the problem gambling treatment account, contingent on enactment of chapter ..., Laws of 2004 (*Second Substitute House Bill No. 2776, problem gambling treatment). Also during the 2003-2005 fiscal biennium, the legislature may transfer from the gambling revolving fund to the state general fund such amounts as reflect the excess nontribal fund balance of the fund. The commission shall not increase fees during the 2003-2005 fiscal biennium for the purpose of restoring the excess fund balance transferred under this section.

9.46.110

Taxation of gambling activities—Limitations—Restrictions on punchboards and pull-tabs—Lien.

(1) The legislative authority of any county, city-county, city, or town, by local law and ordinance, and in accordance with the provisions of this chapter and rules adopted under this chapter, may provide for the taxing of any gambling activity authorized by this chapter within its
jurisdiction, the tax receipts to go to the county, city-county, city, or town so taxing the activity. Any such tax imposed by a county alone shall not apply to any gambling activity within a city or town located in the county but the tax rate established by a county, if any, shall constitute the tax rate throughout the unincorporated areas of such county.

(2) The operation of punchboards and pull-tabs are subject to the following conditions:
   (a) Chances may only be sold to adults;
   (b) The price of a single chance may not exceed one dollar;
   (c) No punchboard or pull-tab license may award as a prize upon a winning number or symbol being drawn the opportunity of taking a chance upon any other punchboard or pull-tab;
   (d) All prizes available to be won must be described on an information flare. All merchandise prizes must be on display within the immediate area of the premises in which any such punchboard or pull-tab is located. Upon a winning number or symbol being drawn, a merchandise prize must be immediately removed from the display and awarded to the winner. All references to cash or merchandise prizes, with a value over twenty dollars, must be removed immediately from the information flare when won, or such omission shall be deemed a fraud for the purposes of this chapter; and
   (e) When any person wins money or merchandise from any punchboard or pull-tab over an amount determined by the commission, every licensee shall keep a public record of the award for at least ninety days containing such information as the commission shall deem necessary.

(3)(a) Taxation of bingo and raffles shall never be in an amount greater than five percent of the gross receipts from a bingo game or raffle less the amount awarded as cash or merchandise prizes.
   (b) Taxation of amusement games shall only be in an amount sufficient to pay the actual costs of enforcement of the provisions of this chapter by the county, city or town law enforcement agency and in no event shall such taxation exceed two percent of the gross receipts from the amusement game less the amount awarded as prizes.
   (c) No tax shall be imposed under the authority of this chapter on bingo or amusement games when such activities or any combination thereof are conducted by any bona fide charitable or nonprofit organization as defined in this chapter, which organization has no paid operating or management personnel and has gross receipts from bingo or amusement games, or a combination thereof, not exceeding five thousand dollars per year, less the amount awarded as cash or merchandise prizes.
   (d) No tax shall be imposed on the first ten thousand dollars of gross receipts less the amount awarded as cash or merchandise prizes from raffles conducted by any bona fide charitable or nonprofit organization as defined in this chapter.
   (e) Taxation of punchboards and pull-tabs for bona fide charitable or nonprofit organizations is based on gross receipts from the operation of the games less the amount awarded as cash or merchandise prizes, and shall not exceed a rate of ten percent. At the option of the county, city-county, city, or town, the taxation of punchboards and pull-tabs for commercial stimulant operators may be based on gross receipts from the operation of the games, and may not exceed a rate of five percent, or may be based on gross receipts from the operation of the games less the amount awarded as cash or merchandise prizes, and may not exceed a rate of ten percent.
   (f) Taxation of social card games may not exceed twenty percent of the gross revenue from such games.

(4) Taxes imposed under this chapter become a lien upon personal and real property used in the gambling activity in the same manner as provided for under RCW 84.60.010. The lien shall attach on the date the tax becomes due and shall relate back and have priority against real and personal property to the same extent as ad valorem taxes.
9.46.113

Taxation of gambling activities—Disbursement.

Any county, city or town which collects a tax on gambling activities authorized pursuant to RCW 9.46.110 must use the revenue from such tax primarily for the purpose of public safety.

9.46.116

Fees on pull-tab and punchboard sales.

The commission shall charge fees or increased fees on pull-tabs sold over-the-counter and on sales from punchboards and pull-tab devices at levels necessary to assure that the increased revenues are equal or greater to the amount of revenue lost by removing the special tax on coin-operated gambling devices by the 1984 repeal of *RCW 9.46.115.

9.46.120

Restrictions on management or operation personnel—Restriction on leased premises.

(1) Except in the case of an agricultural fair as authorized under chapters 15.76 and 36.37 RCW, no person other than a member of a bona fide charitable or nonprofit organization (and their employees) or any other person, association or organization (and their employees) approved by the commission, shall take any part in the management or operation of any gambling activity authorized under this chapter unless approved by the commission. No person who takes any part in the management or operation of any such gambling activity shall take any part in the management or operation of any gambling activity conducted by any other organization or any other branch of the same organization unless approved by the commission. No part of the proceeds of the activity shall inure to the benefit of any person other than the organization conducting such gambling activities or if such gambling activities be for the charitable benefit of any specific persons designated in the application for a license, then only for such specific persons as so designated.

(2) No bona fide charitable or nonprofit organization or any other person, association or organization shall conduct any gambling activity authorized under this chapter in any leased premises if rental for such premises is unreasonable or to be paid, wholly or partly, on the basis of a percentage of the receipts or profits derived from such gambling activity.

9.46.130

Inspection and audit of premises, paraphernalia, books, and records—Reports for the commission.

The premises and paraphernalia, and all the books and records of any person, association, or organization conducting gambling activities authorized under this chapter and any person, association, or organization receiving profits therefrom or having any interest therein shall be subject to inspection and audit at any reasonable time, with or without notice, upon demand, by the commission or its designee, the attorney general or his or her designee, the chief of the Washington state patrol or his or her designee or the prosecuting attorney, sheriff, or director of public safety or their designees of the county wherein located, or the chief of police or his or her
designee of any city or town in which said organization is located, for the purpose of determining compliance or noncompliance with the provisions of this chapter and any rules or regulations or local ordinances adopted pursuant thereto. A reasonable time for the purpose of this section shall be: (1) If the items or records to be inspected or audited are located anywhere upon a premises any portion of which is regularly open to the public or members and guests, then at any time when the premises are so open, or at which they are usually open; or (2) if the items or records to be inspected or audited are not located upon a premises set out in subsection (1) of this section, then any time between the hours of 8:00 a.m. and 9:00 p.m., Monday through Friday.

The commission shall be provided at such reasonable intervals as the commission shall determine with a report, under oath, detailing all receipts and disbursements in connection with such gambling activities together with such other reasonable information as required in order to determine whether such activities comply with the purposes of this chapter or any local ordinances relating thereto.

9.46.140

Gambling commission—Investigations—Inspections—Hearing and subpoena power—Administrative law judges.

(1) The commission or its authorized representative may:
   (a) Make necessary public or private investigations within or outside of this state to determine whether any person has violated or is about to violate this chapter or any rule or order hereunder, or to aid in the enforcement of this chapter or in the prescribing of rules and forms hereunder; and
   (b) Inspect the books, documents, and records of any person lending money to or in any manner financing any license holder or applicant for a license or receiving any income or profits from the use of such license for the purpose of determining compliance or noncompliance with the provisions of this chapter or the rules and regulations adopted pursuant thereto.

(2) For the purpose of any investigation or proceeding under this chapter, the commission or an administrative law judge appointed under chapter 34.12 RCW may conduct hearings, administer oaths or affirmations, or upon the commission's or administrative law judge's motion or upon request of any party may subpoena witnesses, compel attendance, take depositions, take evidence, or require the production of any matter which is relevant to the investigation or proceeding, including but not limited to the existence, description, nature, custody, condition, or location of any books, documents, or other tangible things, or the identity or location of persons having knowledge or relevant facts, or any other matter reasonably calculated to lead to the discovery of material evidence.

(3) Upon failure to obey a subpoena or to answer questions propounded by the administrative law judge and upon reasonable notice to all persons affected thereby, the director may apply to the superior court for an order compelling compliance.

(4) The administrative law judges appointed under chapter 34.12 RCW may conduct hearings respecting the suspension, revocation, or denial of licenses, who may administer oaths, admit or deny admission of evidence, compel the attendance of witnesses, issue subpoenas, issue orders, and exercise all other powers and perform all other functions set out in RCW 34.05.446, 34.05.449, and 34.05.452.

(5) Except as otherwise provided in this chapter, all proceedings under this chapter shall be in accordance with the Administrative Procedure Act, chapter 34.05 RCW.
9.46.150

Injunctions—Voiding of licenses, permits, or certificates.

(1) Any activity conducted in violation of any provision of this chapter may be enjoined in an action commenced by the commission through the attorney general or by the prosecuting attorney or legal counsel of any city or town in which the prohibited activity may occur.

(2) When a violation of any provision of this chapter or any rule or regulation adopted pursuant hereto has occurred on any property or premises for which one or more licenses, permits, or certificates issued by this state, or any political subdivision or public agency thereof are in effect, all such licenses, permits and certificates may be voided and no license, permit, or certificate so voided shall be issued or reissued for such property or premises for a period of up to sixty days thereafter.

9.46.153

Applicants and licensees—Responsibilities and duties—Waiver of liability—Investigation statement as privileged.

(1) It shall be the affirmative responsibility of each applicant and licensee to establish by clear and convincing evidence the necessary qualifications for licensure of each person required to be qualified under this chapter, as well as the qualifications of the facility in which the licensed activity will be conducted;

(2) All applicants and licensees shall consent to inspections, searches and seizures and the supplying of handwriting examples as authorized by this chapter and rules adopted hereunder;

(3) All licensees, and persons having any interest in licensees, including but not limited to employees and agents of licensees, and other persons required to be qualified under this chapter or rules of the commission shall have a duty to inform the commission or its staff of any action or omission which they believe would constitute a violation of this chapter or rules adopted pursuant thereto. No person who so informs the commission or the staff shall be discriminated against by an applicant or licensee because of the supplying of such information;

(4) All applicants, licensees, persons who are operators or directors thereof and persons who otherwise have a substantial interest therein shall have the continuing duty to provide any assistance or information required by the commission and to investigations conducted by the commission. If, upon issuance of a formal request to answer or produce information, evidence or testimony, any applicant, licensee or officer or director thereof or person with a substantial interest therein, refuses to comply, the applicant or licensee may be denied or revoked by the commission;

(5) All applicants and licensees shall waive any and all liability as to the state of Washington, its agencies, employees and agents for any damages resulting from any disclosure or publication in any manner, other than a wilfully unlawful disclosure or publication, of any information acquired by the commission during its licensing or other investigations or inquiries or hearings;

(6) Each applicant or licensee may be photographed for investigative and identification purposes in accordance with rules of the commission;

(7) An application to receive a license under this chapter or rules adopted pursuant thereto constitutes a request for determination of the applicant's and those person's with an interest in the applicant, general character, integrity and ability to engage or participate in, or be associated with, gambling or related activities impacting this state. Any written or oral statement
made in the course of an official investigation, proceeding or process of the commission by any member, employee or agent thereof or by any witness, testifying under oath, which is relevant to the investigation, proceeding or process, is absolutely privileged and shall not impose any liability for slander, libel or defamation, or constitute any grounds for recovery in any civil action.

9.46.155

Applicants and licensees—Bribes to public officials, employees, agents—Penalty.

(1) No applicant or licensee shall give or provide, or offer to give or provide, directly or indirectly, to any public official or employee or agent of this state, or any of its agencies or political subdivisions, any compensation or reward, or share of the money or property paid or received through gambling activities, in consideration for obtaining any license, authorization, permission or privilege to participate in any gaming operations except as authorized by this chapter or rules adopted pursuant thereto.

(2) Violation of this section is a class C felony for which a person, upon conviction, shall be punished by imprisonment for not more than five years or a fine of not more than one hundred thousand dollars, or both.

9.46.158

Applicants, licensees, operators—Commission approval for hiring certain persons.

No applicant for a license from, nor licensee of, the commission, nor any operator of any gambling activity, shall, without advance approval of the commission, knowingly permit any person to participate in the management or operation of any activity for which a license from the commission is required or which is otherwise authorized by this chapter if that person:

(1) Has been convicted of, or forfeited bond upon a charge of, or pleaded guilty to, forgery, larceny, extortion, conspiracy to defraud, wilful failure to make required payments or reports to a governmental agency at any level, or filing false reports therewith, or of any similar offense or offenses, or of any crime, whether a felony or misdemeanor involving any gambling activity or physical harm to individuals or involving moral turpitude; or

(2) Has violated, failed, or refused to comply with provisions, requirements, conditions, limitations or duties imposed by this chapter, and any amendments thereto, or any rules adopted by the commission pursuant thereto, or has permitted, aided, abetted, caused, or conspired with another to cause, any person to violate any of the provisions of this chapter or rules of the commission.

9.46.160

Conducting activity without license.

Any person who conducts any activity for which a license is required by this chapter, or by rule of the commission, without the required license issued by the commission shall be guilty of a class B felony. If any corporation conducts any activity for which a license is required by this chapter, or by rule of the commission, without the required license issued by the
commission, it may be punished by forfeiture of its corporate charter, in addition to the other penalties set forth in this section.

9.46.170
False or misleading entries or statements, refusal to produce records.

Whoever, in any application for a license or in any book or record required to be maintained by the commission or in any report required to be submitted to the commission, shall make any false or misleading statement, or make any false or misleading entry or wilfully fail to maintain or make any entry required to be maintained or made, or who wilfully refuses to produce for inspection by the commission, or its designee, any book, record, or document required to be maintained or made by federal or state law, shall be guilty of a gross misdemeanor subject to the penalty set forth in RCW 9A.20.021.

9.46.180
Causing person to violate chapter.

Any person who knowingly causes, aids, abets, or conspires with another to cause any person to violate any provision of this chapter shall be guilty of a class B felony subject to the penalty in RCW 9A.20.021.

9.46.185
Causing person to violate rule or regulation.

Any person who knowingly causes, aids, abets, or conspires with another to cause any person to violate any rule or regulation adopted pursuant to this chapter shall be guilty of a gross misdemeanor subject to the penalty set forth in RCW 9A.20.021.

9.46.190
Violations relating to fraud or deceit.

Any person or association or organization operating any gambling activity who or which, directly or indirectly, shall in the course of such operation:

(1) Employ any device, scheme, or artifice to defraud; or
(2) Make any untrue statement of a material fact, or omit to state a material fact necessary in order to make the statement made not misleading, in the light of the circumstances under which said statement is made; or
(3) Engage in any act, practice or course of operation as would operate as a fraud or deceit upon any person;

Shall be guilty of a gross misdemeanor subject to the penalty set forth in RCW 9A.20.021.
9.46.192

Cities and towns—Ordinance enacting certain sections of chapter—Limitations—Penalties.

Every city or town is authorized to enact as an ordinance of that city or town any or all of the sections of this chapter the violation of which constitutes a misdemeanor or gross misdemeanor. The city or town may not modify the language of any section of this chapter in enacting such section except as necessary to put the section in the proper form of an ordinance or to provide for a sentence [to] be served in the appropriate detention facility. The ordinance must provide for the same maximum penalty for its violation as may be imposed under the section in this chapter.

9.46.193

Cities and towns—Ordinance adopting certain sections of chapter—Jurisdiction of courts.

District courts operating under the provions of chapters 3.30 through 3.74 RCW, except municipal departments of such courts operating under chapter 3.46 RCW and municipal courts operating under chapter 3.50 RCW, shall have concurrent jurisdiction with the superior court to hear, try, and determine misdemeanor and gross misdemeanor violations of this chapter and violations of any ordinance passed under authority of this chapter by any city or town.

Municipal courts operating under chapters 35.20 or 3.50 RCW and municipal departments of the district court operating under chapter 3.46 RCW, shall have concurrent jurisdiction with the superior court to hear, try, and determine violations of any ordinance passed under authority of this chapter by the city or town in which the court is located.

Notwithstanding any other provision of law, each of these courts shall have the jurisdiction and power to impose up to the maximum penalties provided for the violation of the ordinances adopted under the authority of this chapter. Review of the judgments of these courts shall be as provided in other criminal actions.

9.46.195

Obstruction of public servant—Penalty.

No person shall intentionally obstruct or attempt to obstruct a public servant in the administration or enforcement of this chapter by using or threatening to use physical force or by means of any unlawful act. Any person who violates this section shall be guilty of a misdemeanor.

9.46.196

Cheating—Defined.

"Cheating," as used in this chapter, means to:
(1) Employ or attempt to employ any device, scheme, or artifice to defraud any other participant or any operator;
(2) Engage in any act, practice, or course of operation as would operate as a fraud or deceit upon any other participant or any operator;
(3) Engage in any act, practice, or course of operation while participating in a gambling activity with the intent of cheating any other participant or the operator to gain an advantage in the game over the other participant or operator; or

(4) Cause, aid, abet, or conspire with another person to cause any other person to violate subsections (1) through (3) of this section.

9.46.1961

Cheating in the first degree.

(1) A person is guilty of cheating in the first degree if he or she engages in cheating and:
   (a) Knowingly causes, aids, abets, or conspires with another to engage in cheating; or
   (b) Holds a license or similar permit issued by the state of Washington to conduct, manage, or act as an employee in an authorized gambling activity.

(2) Cheating in the first degree is a class C felony subject to the penalty set forth in RCW 9A.20.021. In addition to any other penalties imposed by law for a conviction of a violation of this section the court may impose an additional penalty of up to twenty thousand dollars on adult offenders.

9.46.1962

Cheating in the second degree.

(1) A person is guilty of cheating in the second degree if he or she engages in cheating and his or her conduct does not constitute cheating in the first degree.

(2) Cheating in the second degree is a gross misdemeanor subject to the penalty set forth in RCW 9A.20.021.

9.46.198

Working in gambling activity without license as violation—Penalty.

Any person who works as an employee or agent or in a similar capacity for another person in connection with the operation of an activity for which a license is required under this chapter or by commission rule without having obtained the applicable license required by the commission under RCW 9.46.070(17) shall be guilty of a gross misdemeanor and shall, upon conviction, be punished by up to three hundred sixty-four days in the county jail or a fine of not more than five thousand dollars, or both.

9.46.200

Action for money damages due to violations—Interest—Attorneys' fees—Evidence for exoneration.

In addition to any other penalty provided for in this chapter, every person, directly or indirectly controlling the operation of any gambling activity authorized by this chapter, including a director, officer, and/or manager of any association, organization, or corporation conducting the same, whether charitable, nonprofit, or profit, shall be liable, jointly and severally, for money damages suffered by any person because of any violation of this chapter, together with interest on any such amount of money damages at six percent per annum from the date of the loss, and
reasonable attorneys' fees: PROVIDED, That if any such director, officer, and/or manager did not know any such violation was taking place and had taken all reasonable care to prevent any such violation from taking place, and if such director, officer, and/or manager shall establish by a preponderance of the evidence that he or she did not have such knowledge and that he or she had exercised all reasonable care to prevent the violations he or she shall not be liable hereunder. Any civil action under this section may be considered a class action.

9.46.210

Enforcement—Commission as a law enforcement agency.

(1) It shall be the duty of all peace officers, law enforcement officers, and law enforcement agencies within this state to investigate, enforce, and prosecute all violations of this chapter.

(2) In addition to the authority granted by subsection (1) of this section law enforcement agencies of cities and counties shall investigate and report to the commission all violations of the provisions of this chapter and of the rules of the commission found by them and shall assist the commission in any of its investigations and proceedings respecting any such violations. Such law enforcement agencies shall not be deemed agents of the commission.

(3) In addition to its other powers and duties, the commission shall have the power to enforce the penal provisions of *chapter 218, Laws of 1973 1st ex. sess. and as it may be amended, and the penal laws of this state relating to the conduct of or participation in gambling activities and the manufacturing, importation, transportation, distribution, possession, and sale of equipment or paraphernalia used or for use in connection therewith. The director, the deputy director, both assistant directors, and each of the commission's investigators, enforcement officers, and inspectors shall have the power, under the supervision of the commission, to enforce the penal provisions of *chapter 218, Laws of 1973 1st ex. sess. and as it may be amended, and the penal laws of this state relating to the conduct of or participation in gambling activities and the manufacturing, importation, transportation, distribution, possession, and sale of equipment or paraphernalia used or for use in connection therewith. They shall have the power and authority to apply for and execute all warrants and serve process of law issued by the courts in enforcing the penal provisions of *chapter 218, Laws of 1973 1st ex. sess. and as it may be amended, and the penal laws of this state relating to the conduct of or participation in gambling activities and the manufacturing, importation, transportation, distribution, possession, and sale of equipment or paraphernalia used or for use in connection therewith. They shall have the power to arrest without a warrant, any person or persons found in the act of violating any of the penal provisions of *chapter 218, Laws of 1973 1st ex. sess. and as it may be amended, and the penal laws of this state relating to the conduct of or participation in gambling activities and the manufacturing, importation, transportation, distribution, possession, and sale of equipment or paraphernalia used or for use in connection therewith. To the extent set forth above, the commission shall be a law enforcement agency of this state with the power to investigate for violations of and to enforce the provisions of this chapter, as now law or hereafter amended, and to obtain information from and provide information to all other law enforcement agencies.

(4) Criminal history record information that includes nonconviction data, as defined in RCW 10.97.030, may be disseminated by a criminal justice agency to the Washington state gambling commission for any purpose associated with the investigation for suitability for involvement in gambling activities authorized under this chapter. The Washington state
gambling commission shall only disseminate nonconviction data obtained under this section to criminal justice agencies.

9.46.212

Officers designated with police powers authorized to take action to prevent physical injury to person or substantial damage to property—Immunity from civil liability—Exception.

When physical injury to a person or substantial damage to property occurs, or is about to occur, within the presence of an officer of the commission designated with police powers pursuant to RCW 9.46.210, the designated officer is authorized to take such action as is reasonably necessary to prevent physical injury to a person or substantial damage to property or prevent further injury to a person or further substantial damage to property. A designated officer shall be immune from civil liability for damages arising out of the action of the designated officer to prevent physical injury to a person or substantial damage to property or prevent further injury to a person or further substantial damage to property, unless it is shown that the designated officer acted with gross negligence or bad faith.

9.46.215

Ownership or interest in gambling device—Penalty—Exceptions.

(1) Whoever knowingly owns, manufactures, possesses, buys, sells, rents, leases, finances, holds a security interest in, stores, repairs, or transports any gambling device or offers or solicits any interest therein, whether through an agent or employee or otherwise, is guilty of a class C felony and shall be fined not more than one hundred thousand dollars or imprisoned not more than five years or both.

(2) This section does not apply to persons licensed by the commission, or who are otherwise authorized by this chapter, or by commission rule, to conduct gambling activities without a license, respecting devices that are to be used, or are being used, solely in that activity for which the license was issued, or for which the person has been otherwise authorized if:

(a) The person is acting in conformance with this chapter and the rules adopted under this chapter; and

(b) The devices are a type and kind traditionally and usually employed in connection with the particular activity.

(3) This section also does not apply to any act or acts by the persons in furtherance of the activity for which the license was issued, or for which the person is authorized, when the activity is conducted in compliance with this chapter and in accordance with the rules adopted under this chapter.

(4) In the enforcement of this section direct possession of any such a gambling device is presumed to be knowing possession thereof.

9.46.217

Gambling records—Penalty—Exceptions.

Whoever knowingly prints, makes, possesses, stores, or transports any gambling record, or buys, sells, offers, or solicits any interest therein, whether through an agent or employee or otherwise, is guilty of a gross misdemeanor. However, this section does not apply to records
relating to and kept for activities authorized by this chapter when the records are of the type and kind traditionally and usually employed in connection with the particular activity. This section also does not apply to any act or acts in furtherance of the activities when conducted in compliance with this chapter and in accordance with the rules adopted under this chapter. In the enforcement of this section direct possession of any such a gambling record is presumed to be knowing possession thereof.

9.46.220

Professional gambling in the first degree.

(1) A person is guilty of professional gambling in the first degree if he or she engages in, or knowingly causes, aids, abets, or conspires with another to engage in professional gambling as defined in this chapter, and:
   (a) Acts in concert with or conspires with five or more people; or
   (b) Personally accepts wagers exceeding five thousand dollars during any thirty-day period on future contingent events; or
   (c) The operation for whom the person works, or with which the person is involved, accepts wagers exceeding five thousand dollars during any thirty-day period on future contingent events; or
   (d) Operates, manages, or profits from the operation of a premises or location where persons are charged a fee to participate in card games, lotteries, or other gambling activities that are not authorized by this chapter or licensed by the commission.

(2) However, this section shall not apply to those activities enumerated in RCW 9.46.0305 through 9.46.0361 or to any act or acts in furtherance of such activities when conducted in compliance with the provisions of this chapter and in accordance with the rules adopted pursuant to this chapter.

(3) Professional gambling in the first degree is a class B felony subject to the penalty set forth in RCW 9A.20.021.

9.46.221

Professional gambling in the second degree.

(1) A person is guilty of professional gambling in the second degree if he or she engages in or knowingly causes, aids, abets, or conspires with another to engage in professional gambling as defined in this chapter, and:
   (a) Acts in concert with or conspires with less than five people; or
   (b) Accepts wagers exceeding two thousand dollars during any thirty-day period on future contingent events; or
   (c) The operation for whom the person works, or with which the person is involved, accepts wagers exceeding two thousand dollars during any thirty-day period on future contingent events; or
   (d) Maintains a "gambling premises" as defined in this chapter; or
   (e) Maintains gambling records as defined in RCW 9.46.0253.

(2) However, this section shall not apply to those activities enumerated in RCW 9.46.0305 through 9.46.0361 or to any act or acts in furtherance of such activities when conducted in compliance with the provisions of this chapter and in accordance with the rules adopted pursuant to this chapter.
(3) Professional gambling in the second degree is a class C felony subject to the penalty set forth in RCW 9A.20.021.

9.46.222

Professional gambling in the third degree.

(1) A person is guilty of professional gambling in the third degree if he or she engages in, or knowingly causes, aids, abets, or conspires with another to engage in professional gambling as defined in this chapter, and:
(a) His or her conduct does not constitute first or second degree professional gambling;
(b) He or she operates any of the unlicensed gambling activities authorized by this chapter in a manner other than as prescribed by this chapter; or
(c) He or she is directly employed in but not managing or directing any gambling operation.
(2) This section shall not apply to those activities enumerated in RCW 9.46.0305 through 9.46.0361 or to any acts in furtherance of such activities when conducted in compliance with the provisions of this chapter and the rules adopted pursuant to this chapter.
(3) Professional gambling in the third degree is a gross misdemeanor subject to the penalty established in RCW 9A.20.021.

9.46.225

Professional gambling—Penalties not applicable to authorized activities.

The penalties provided for professional gambling in this chapter shall not apply to the activities authorized by this chapter when conducted in compliance with the provisions of this chapter and in accordance with the rules and regulations of the commission.

9.46.228

Gambling activities by persons under age eighteen prohibited—Penalties—Jurisdiction—In-house controlled purchase programs authorized.

(1) It is unlawful for any person under the age of eighteen to play in authorized gambling activities including, but not limited to, punchboards, pull-tabs, or card games, or to participate in fund-raising events. Persons under the age of eighteen may play bingo, raffles, and amusement game activities only as provided in commission rules.
(2) A person under the age of eighteen who violates subsection (1) of this section by engaging in, or attempting to engage in, prohibited gambling activities commits a class 2 civil infraction under chapter 7.80 RCW and is subject to a fine set out in chapter 7.80 RCW, up to four hours of community restitution, and any court imposed costs.
(3) The juvenile court divisions in superior courts within the state have jurisdiction for enforcement of this section.
(4)(a) An employer may conduct an in-house controlled purchase program authorized for the purposes of employee training and employer self-compliance checks.
(b) The civil infraction provisions of this section do not apply to a person under the age of eighteen who is participating in an in-house controlled purchase program authorized by the commission under rules adopted by the commission. Violations occurring under an in-house
controlled purchase program authorized by the commission may not be used for criminal or administrative prosecution.

(c) An employer who conducts an in-house controlled purchase program authorized under this section shall provide his or her employees a written description of the employer's in-house controlled purchase program. The written description must include notice of actions an employer may take as a consequence of an employee's failure to comply with company policies regarding unauthorized persons engaging in gambling activities during a controlled purchase program authorized under this section.

(5) A person under the age of eighteen who violates subsection (1) of this section shall not collect any winnings or recover any losses arising as a result of unlawfully participating in any gambling activity. Additionally, any money or anything of value which has been obtained by, or is owed to, any person under the age of eighteen as a result of such participation shall be forfeited to the department of social and health services division of alcohol and substance abuse or its successor and used for a program related to youth problem gambling awareness, prevention, and/or education. Any person claiming any money or things of value subject to forfeiture under this subsection will receive notice and an opportunity for a hearing under RCW 9.46.231.

9.46.231

Gambling devices, real and personal property—Seizure and forfeiture.

(1) The following are subject to seizure and forfeiture and no property right exists in them:

(a) All gambling devices as defined in this chapter;
(b) All furnishings, fixtures, equipment, and stock, including without limitation furnishings and fixtures adaptable to nongambling uses and equipment and stock for printing, recording, computing, transporting, or safekeeping, used in connection with professional gambling or maintaining a gambling premises;
(c) All conveyances, including aircraft, vehicles, or vessels, that are used, or intended for use, in any manner to facilitate the sale, delivery, receipt, or operation of any gambling device, or the promotion or operation of a professional gambling activity, except that:

(i) A conveyance used by any person as a common carrier in the transaction of business as a common carrier is not subject to forfeiture under this section unless it appears that the owner or other person in charge of the conveyance is a consenting party or privy to a violation of this chapter;

(ii) A conveyance is not subject to forfeiture under this section by reason of any act or omission established by the owner thereof to have been committed or omitted without the owner's knowledge or consent;

(iii) A forfeiture of a conveyance encumbered by a bona fide security interest is subject to the interest of the secured party if the secured party neither had knowledge of nor consented to the act or omission; and

(iv) If the owner of a conveyance has been arrested under this chapter the conveyance in which the person is arrested may not be subject to forfeiture unless it is seized or process is issued for its seizure within ten days of the owner's arrest;

(d) All books, records, and research products and materials, including formulas, microfilm, tapes, and electronic data that are used, or intended for use, in violation of this chapter;
(e) All moneys, negotiable instruments, securities, or other tangible or intangible property of value at stake or displayed in or in connection with professional gambling activity or furnished or intended to be furnished by any person to facilitate the promotion or operation of a professional gambling activity;

(f) All tangible or intangible personal property, proceeds, or assets acquired in whole or in part with proceeds traceable to professional gambling activity and all moneys, negotiable instruments, and securities used or intended to be used to facilitate any violation of this chapter. A forfeiture of money, negotiable instruments, securities, or other tangible or intangible property encumbered by a bona fide security interest is subject to the interest of the secured party if, at the time the security interest was created, the secured party neither had knowledge of nor consented to the act or omission. Personal property may not be forfeited under this subsection (1)(f), to the extent of the interest of an owner, by reason of any act or omission that that owner establishes was committed or omitted without the owner's knowledge or consent; and

(g) All real property, including any right, title, and interest in the whole of any lot or tract of land, and any appurtenances or improvements that:

(i) Have been used with the knowledge of the owner for the manufacturing, processing, delivery, importing, or exporting of any illegal gambling equipment, or operation of a professional gambling activity that would constitute a felony violation of this chapter; or

(ii) Have been acquired in whole or in part with proceeds traceable to a professional gambling activity, if the activity is not less than a class C felony.

Real property forfeited under this chapter that is encumbered by a bona fide security interest remains subject to the interest of the secured party if the secured party, at the time the security interest was created, neither had knowledge of nor consented to the act or omission. Property may not be forfeited under this subsection, to the extent of the interest of an owner, by reason of any act or omission committed or omitted without the owner's knowledge or consent.

(2)(a) A law enforcement officer of this state may seize real or personal property subject to forfeiture under this chapter upon process issued by any superior court having jurisdiction over the property. Seizure of real property includes the filing of a lis pendens by the seizing agency. Real property seized under this section may not be transferred or otherwise conveyed until ninety days after seizure or until a judgment of forfeiture is entered, whichever is later, but real property seized under this section may be transferred or conveyed to any person or entity who acquires title by foreclosure or deed in lieu of foreclosure of a bona fide security interest.

(b) Seizure of personal property without process may be made if:

(i) The seizure is incident to an arrest or a search under a search warrant or an inspection under an administrative inspection warrant;

(ii) The property subject to seizure has been the subject of a prior judgment in favor of the state in a criminal injunction or forfeiture proceeding based upon this chapter;

(iii) A law enforcement officer has probable cause to believe that the property is directly or indirectly dangerous to health or safety; or

(iv) The law enforcement officer has probable cause to believe that the property was used or is intended to be used in violation of this chapter.

(3) In the event of seizure under subsection (2) of this section, proceedings for forfeiture are deemed commenced by the seizure. The law enforcement agency under whose authority the seizure was made shall cause notice to be served within fifteen days following the seizure on the owner of the property seized and the person in charge thereof and any person having any known right or interest therein, including any community property interest, of the seizure and intended forfeiture of the seized property. Service of notice of seizure of real property must be made according to the rules of civil procedure. However, the state may not obtain a default judgment with respect to real property against a party who is served by substituted service absent an
affidavit stating that a good faith effort has been made to ascertain if the defaulted party is incarcerated within the state, and that there is no present basis to believe that the party is incarcerated within the state. Notice of seizure in the case of property subject to a security interest that has been perfected by filing a financing statement in accordance with chapter 62A.9A RCW, or a certificate of title, must be made by service upon the secured party or the secured party's assignee at the address shown on the financing statement or the certificate of title. The notice of seizure in other cases may be served by any method authorized by law or court rule including but not limited to service by certified mail with return receipt requested. Service by mail is deemed complete upon mailing within the fifteen-day period following the seizure.

(4) If no person notifies the seizing law enforcement agency in writing of the person's claim of ownership or right to possession of items specified in subsection (1) of this section within forty-five days of the seizure in the case of personal property and ninety days in the case of real property, the item seized is deemed forfeited. The community property interest in real property of a person whose spouse or domestic partner committed a violation giving rise to seizure of the real property may not be forfeited if the person did not participate in the violation.

(5) If any person notifies the seizing law enforcement agency in writing of the person's claim of ownership or right to possession of items specified in subsection (1) of this section within forty-five days of the seizure in the case of personal property and ninety days in the case of real property, the person or persons must be afforded a reasonable opportunity to be heard as to the claim or right. The hearing must be before the chief law enforcement officer of the seizing agency or the chief law enforcement officer's designee, except if the seizing agency is a state agency as defined in RCW 34.12.020(4), the hearing must be before the chief law enforcement officer of the seizing agency or an administrative law judge appointed under chapter 34.12 RCW, except that any person asserting a claim or right may remove the matter to a court of competent jurisdiction. Removal of any matter involving personal property may only be accomplished according to the rules of civil procedure. The person seeking removal of the matter must serve process against the state, county, political subdivision, or municipality that operates the seizing agency, and any other party of interest, in accordance with RCW 4.28.080 or 4.92.020, within forty-five days after the person seeking removal has notified the seizing law enforcement agency of the person's claim of ownership or right to possession. The court to which the matter is to be removed must be the district court if the aggregate value of personal property is within the jurisdictional limit set forth in RCW 3.66.020. A hearing before the seizing agency and any appeal therefrom must be under Title 34 RCW. In a court hearing between two or more claimants to the article or articles involved, the prevailing party is entitled to a judgment for costs and reasonable attorneys' fees. In cases involving personal property, the burden of producing evidence is upon the person claiming to be the lawful owner or the person claiming to have the lawful right to possession of the property. In cases involving property seized under subsection (1)(a) of this section, the only issues to be determined by the tribunal are whether the item seized is a gambling device, and whether the device is an antique device as defined by RCW 9.46.235. In cases involving real property, the burden of producing evidence is upon the law enforcement agency. The burden of proof that the seized real property is subject to forfeiture is upon the law enforcement agency. The seizing law enforcement agency shall promptly return the article or articles to the claimant upon a final determination by the administrative law judge or court that the claimant is the present lawful owner or is lawfully entitled to possession thereof of items specified in subsection (1) of this section.

(6) If property is forfeited under this chapter the seizing law enforcement agency may:
(a) Retain it for official use or upon application by any law enforcement agency of this state release the property to the agency for training or use in enforcing this chapter;
(b) Sell that which is not required to be destroyed by law and which is not harmful to the public; or

c) Destroy any articles that may not be lawfully possessed within the state of Washington, or that have a fair market value of less than one hundred dollars.

(7)(a) If property is forfeited, the seizing agency shall keep a record indicating the identity of the prior owner, if known, a description of the property, the disposition of the property, the value of the property at the time of seizure, and the amount of proceeds realized from disposition of the property. The net proceeds of forfeited property is the value of the forfeitable interest in the property after deducting the cost of satisfying any bona fide security interest to which the property is subject at the time of seizure, and in the case of sold property, after deducting the cost of sale, including reasonable fees or commissions paid to independent selling agents.

(b) Each seizing agency shall retain records of forfeited property for at least seven years.

(8) The seizing law enforcement agency shall retain forfeited property and net proceeds exclusively for the expansion and improvement of gambling-related law enforcement activity. Money retained under this section may not be used to supplant preexisting funding sources.

(9) Gambling devices that are possessed, transferred, sold, or offered for sale in violation of this chapter are contraband and must be seized and summarily forfeited to the state. Gambling equipment that is seized or comes into the possession of a law enforcement agency, the owners of which are unknown, are contraband and must be summarily forfeited to the state.

(10) Upon the entry of an order of forfeiture of real property, the court shall forward a copy of the order to the assessor of the county in which the property is located. The superior court shall enter orders for the forfeiture of real property, subject to court rules. The seizing agency shall file such an order in the county auditor's records in the county in which the real property is located.

(11)(a) A landlord may assert a claim against proceeds from the sale of assets seized and forfeited under subsection (6)(b) of this section, only if:

(i) A law enforcement officer, while acting in his or her official capacity, directly caused damage to the complaining landlord's property while executing a search of a tenant's residence; and

(ii) The landlord has applied any funds remaining in the tenant's deposit, to which the landlord has a right under chapter 59.18 RCW, to cover the damage directly caused by a law enforcement officer before asserting a claim under this section.

(A) Only if the funds applied under (a)(ii) of this subsection are insufficient to satisfy the damage directly caused by a law enforcement officer, may the landlord seek compensation for the damage by filing a claim against the governmental entity under whose authority the law enforcement agency operates within thirty days after the search; and

(B) Only if the governmental entity denies or fails to respond to the landlord's claim within sixty days of the date of filing, may the landlord collect damages under this subsection by filing within thirty days of denial or the expiration of the sixty-day period, whichever occurs first, a claim with the seizing law enforcement agency. The seizing law enforcement agency shall notify the landlord of the status of the claim by the end of the thirty-day period. This section does not require the claim to be paid by the end of the sixty-day or thirty-day period.

(b) For any claim filed under (a)(ii) of this subsection, the law enforcement agency shall pay the claim unless the agency provides substantial proof that the landlord either:

(i) Knew or consented to actions of the tenant in violation of this chapter; or

(ii) Failed to respond to a notification of the illegal activity, provided by a law enforcement agency within seven days of receipt of notification of the illegal activity.
(12) The landlord's claim for damages under subsection (11) of this section may not include a claim for loss of business and is limited to:
   (a) Damage to tangible property and clean-up costs;
   (b) The lesser of the cost of repair or fair market value of the damage directly caused by a law enforcement officer;
   (c) The proceeds from the sale of the specific tenant's property seized and forfeited under subsection (6)(b) of this section; and
   (d) The proceeds available after the seizing law enforcement agency satisfies any bona fide security interest in the tenant's property and costs related to sale of the tenant's property as provided by subsection (7)(a) of this section.

(13) Subsections (11) and (12) of this section do not limit any other rights a landlord may have against a tenant to collect for damages. However, if a law enforcement agency satisfies a landlord's claim under subsection (11) of this section, the rights the landlord has against the tenant for damages directly caused by a law enforcement officer under the terms of the landlord and tenant's contract are subrogated to the law enforcement agency.

(14) Liability is not imposed by this section upon any authorized state, county, or municipal officer, including a commission special agent, in the lawful performance of his or her duties.

9.46.235

Slot machines, antique—Defenses concerning—Presumption created.

(1) For purposes of a prosecution under RCW 9.46.215 or a seizure, confiscation, or destruction order under RCW 9.46.231, it shall be a defense that the gambling device involved is an antique slot machine and that the antique slot machine was not operated for gambling purposes while in the owner's or defendant's possession. Operation of an antique slot machine shall be only by free play or with coins provided at no cost by the owner. No slot machine, having been seized under this chapter, may be altered, destroyed, or disposed of without affording the owner thereof an opportunity to present a defense under this section. If the defense is applicable, the antique slot machine shall be returned to the owner or defendant, as the court may direct.

(2) RCW 9.46.231 shall have no application to any antique slot machine that has not been operated for gambling purposes while in the owner's possession.

(3) For the purposes of this section, a slot machine shall be conclusively presumed to be an antique slot machine if it is at least twenty-five years old.

(4) RCW 9.46.231 and 9.46.215 do not apply to gambling devices on board a passenger cruise ship which has been registered and bonded with the federal maritime commission, if the gambling devices are not operated for gambling purposes within the state.

9.46.240

Gambling information, transmitting or receiving.

Whoever knowingly transmits or receives gambling information by telephone, telegraph, radio, semaphore, the internet, a telecommunications transmission system, or similar means, or knowingly installs or maintains equipment for the transmission or receipt of gambling information shall be guilty of a class C felony subject to the penalty set forth in RCW 9A.20.021. However, this section shall not apply to such information transmitted or received or equipment
installed or maintained relating to activities authorized by this chapter or to any act or acts in
furtherance thereof when conducted in compliance with the provisions of this chapter and in
accordance with the rules adopted under this chapter.

9.46.250

Gambling property or premises—Common nuisances, abatement—Termination
of interests, licenses—Enforcement.

(1) All gambling premises are common nuisances and shall be subject to abatement by
injunction or as otherwise provided by law. The plaintiff in any action brought under this
subsection against any gambling premises, need not show special injury and may, in the
discretion of the court, be relieved of all requirements as to giving security.

(2) When any property or premise held under a mortgage, contract, or leasehold is
determined by a court having jurisdiction to be a gambling premises, all rights and interests of
the holder therein shall terminate and the owner shall be entitled to immediate possession at his
or her election: PROVIDED, HOWEVER, That this subsection shall not apply to those premises
in which activities authorized by this chapter or any act or acts in furtherance thereof are carried
on when conducted in compliance with the provisions of this chapter and in accordance with the
rules and regulations adopted pursuant thereto.

(3) When any property or premises for which one or more licenses issued by the
commission are in effect, is determined by a court having jurisdiction to be a gambling premise,
all such licenses may be voided and no longer in effect, and no license so voided shall be issued
or reissued for such property or premises for a period of up to sixty days thereafter. Enforcement
of this subsection shall be the duty of all peace officers and all taxing and licensing officials of
this state and its political subdivisions and other public agencies. This subsection shall not apply
to property or premises in which activities authorized by this chapter, or any act or acts in
furtherance thereof, are carried on when conducted in compliance with the provisions of this
chapter and in accordance with the rules and regulations adopted pursuant thereto.

9.46.260

Proof of possession as evidence of knowledge of its character.

Proof of possession of any device used for professional gambling or any record relating
to professional gambling specified in RCW 9.46.215 is prima facie evidence of possession
thereof with knowledge of its character or contents.

9.46.270

Taxing authority, exclusive.

This chapter shall constitute the exclusive legislative authority for the taxing by any city,
town, city-county or county of any gambling activity and its application shall be strictly
construed to those activities herein permitted and to those persons, associations or organizations
herein permitted to engage therein.
9.46.285

Licensing and regulation authority, exclusive.

This chapter constitutes the exclusive legislative authority for the licensing and regulation of any gambling activity and the state preempts such licensing and regulatory functions, except as to the powers and duties of any city, town, city-county, or county which are specifically set forth in this chapter. Any ordinance, resolution, or other legislative act by any city, town, city-county, or county relating to gambling in existence on September 27, 1973 shall be as of that date null and void and of no effect. Any such city, town, city-county, or county may thereafter enact only such local law as is consistent with the powers and duties expressly granted to and imposed upon it by chapter 9.46 RCW and which is not in conflict with that chapter or with the rules of the commission.

9.46.291

State lottery exemption.

The provisions of this chapter shall not apply to the conducting, operating, participating, or selling or purchasing of tickets or shares in the "lottery" or "state lottery" as defined in RCW 67.70.010 when such conducting, operating, participating, or selling or purchasing is in conformity to the provisions of chapter 67.70 RCW and to the rules adopted thereunder.

9.46.293

Fishing derbies exempted.

Any fishing derby, defined under RCW 9.46.0229, shall not be subject to any other provisions of this chapter or to any rules or regulations of the commission.

9.46.295

Licenses, scope of authority—Exception.

(1) Any license to engage in any of the gambling activities authorized by this chapter as now exists or as hereafter amended, and issued under the authority thereof shall be legal authority to engage in the gambling activities for which issued throughout the incorporated and unincorporated area of any county, except that a city located therein with respect to that city, or a county with respect to all areas within that county except for such cities, may absolutely prohibit, but may not change the scope of license, any or all of the gambling activities for which the license was issued.

(2)(a) A city or town with a prohibition on house-banked social card game licenses that annexes an area that is within a city, town, or county that permits house-banked social card games may allow a house-banked social card game business that was licensed by the commission as of July 26, 2009, to continue operating if the city or town is authorized to impose a tax under RCW 82.14.415 and can demonstrate that the continuation of the house-banked social card game business will reduce the credit against the state sales and use tax as provided in RCW 82.14.415(7).
(b) A city or town that allowed a house-banked social card game business in an annexed area to continue operating under (a) of this subsection before July 15, 2010, shall allow all social card game businesses in the annexed area that were operating and licensed by the commission as of January 1, 2011, to continue operating.

(c) A city or town that allows a social card game business in an annexed area to continue operating is not required to allow additional social card game businesses.

9.46.300

Licenses and reports—Public inspection—Exceptions and requirements—Charges.

All applications for licenses made to the commission, with the exception of any portions of the applications describing the arrest or conviction record of any person, and all reports required by the commission to be filed by its licensees on a periodic basis concerning the operation of the licensed activity or concerning any organization, association, or business in connection with which a licensed activity is operated, in the commission’s files, shall be open to public inspection at the commission’s offices upon a prior written request of the commission. The staff of the commission may decline to allow an inspection until such time as the inspection will not unduly interfere with the other duties of the staff. The commission may charge the person making a request for an inspection an amount necessary to offset the costs to the commission of providing the inspection and copies of any requested documents.

9.46.310

Licenses for manufacture, sale, distribution, or supply of gambling devices.

No person shall manufacture, and no person shall sell, distribute, furnish or supply to any other person, any gambling device, including but not limited to punchboards and pull-tabs, in this state, or for use within this state, without first obtaining a license to do so from the commission under the provisions of this chapter.

Such licenses shall not be issued by the commission except respecting devices which are designed and permitted for use in connection with activities authorized under this chapter: PROVIDED, That this requirement for licensure shall apply only insofar as the commission has adopted, or may adopt, rules implementing it as to particular categories of gambling devices and related equipment.

9.46.350

Civil action to collect fees, interest, penalties, or tax—Writ of attachment—Records as evidence.

At any time within five years after any amount of fees, interest, penalties, or tax which is imposed pursuant to this chapter, or rules adopted pursuant thereto, shall become due and payable, the attorney general, on behalf of the commission, may bring a civil action in the courts of this state, or any other state, or of the United States, to collect the amount delinquent, together with penalties and interest: PROVIDED, That where the tax is one imposed by a county, city or town under RCW 9.46.110, any such action shall be brought by that county, city or town on its own behalf. An action may be brought whether or not the person owing the amount is at such time a licensee pursuant to the provisions of this chapter.
ATTACHMENT A
Ordinance No. 185

If such an action is brought in the courts of this state, a writ of attachment may be issued and no bond or affidavit prior to the issuance thereof shall be required. In all actions in this state, the records of the commission, or the appropriate county, city or town, shall be prima facie evidence of the determination of the tax due or the amount of the delinquency.

9.46.360
Indian tribes—Compact negotiation process.

(1) The negotiation process for compacts with federally recognized Indian tribes for conducting class III gaming, as defined in the Indian Gaming Regulatory Act, 25 U.S.C. Sec. 2701 et seq., on federal Indian lands is governed by this section.

(2) The gambling commission through the director or the director's designee shall negotiate compacts for class III gaming on behalf of the state with federally recognized Indian tribes in the state of Washington.

(3) When a tentative agreement with an Indian tribe on a proposed compact is reached, the director shall immediately transmit a copy of the proposed compact to all voting and ex officio members of the gambling commission and to the standing committees designated pursuant to subsection (5) of this section.

(4) Notwithstanding RCW 9.46.040, the four ex officio members of the gambling commission shall be deemed voting members of the gambling commission for the sole purpose of voting on proposed compacts submitted under this section.

(5) Within thirty days after receiving a proposed compact from the director, one standing committee from each house of the legislature shall hold a public hearing on the proposed compact and forward its respective comments to the gambling commission. The president of the senate shall designate the senate standing committee that is to carry out the duties of this section, and the speaker of the house of representatives shall designate the house standing committee that is to carry out the duties of this section. The designated committees shall continue to perform under this section until the president of the senate or the speaker of the house of representatives, as the case may be, designates a different standing committee.

(6) The gambling commission may hold public hearings on the proposed compact any time after receiving a copy of the compact from the director. Within forty-five days after receiving the proposed compact from the director, the gambling commission, including the four ex officio members, shall vote on whether to return the proposed compact to the director with instructions for further negotiation or to forward the proposed compact to the governor for review and final execution.

(7) Notwithstanding provisions in this section to the contrary, if the director forwards a proposed compact to the gambling commission and the designated standing committees within ten days before the beginning of a regular session of the legislature, or during a regular or special session of the legislature, the thirty-day time limit set forth in subsection (5) of this section and the forty-five day limit set forth in subsection (6) of this section are each forty-five days and sixty days, respectively.

(8) Funding for the negotiation process under this section must come from the gambling revolving fund.

(9) In addition to the powers granted under this chapter, the commission, consistent with the terms of any compact, is authorized and empowered to enforce the provisions of any compact between a federally recognized Indian tribe and the state of Washington.
9.46.36001

Tribal actions—Federal jurisdiction.

The state consents to the jurisdiction of the federal courts in actions brought by a tribe pursuant to the Indian gaming regulatory act of 1988 or seeking enforcement of a state/tribal compact adopted under the Indian gaming regulatory act, conditioned upon the tribe entering into such a compact and providing similar consent. This limited waiver of sovereign immunity shall not extend to actions other than those expressly set forth herein.

9.46.400

Wildlife raffle.

Any raffle authorized by the fish and wildlife commission involving hunting big game animals or wild turkeys shall not be subject to any provisions of this chapter other than RCW 9.46.010 and this section or to any rules or regulations of the gambling commission.

9.46.410

Use of public assistance electronic benefit cards prohibited—Licensee to report violations—Suspension of license.

(1) Any licensee authorized under this chapter is prohibited from allowing the use of public assistance electronic benefit cards for the purpose of participating in any of the activities authorized under this chapter.

(2) Any licensee authorized under this chapter shall report to the department of social and health services any known violations of RCW 74.08.580.

(3) Any licensee authorized under this chapter is required to comply with RCW 74.08.580(2). If the licensee fails to comply with RCW 74.08.580(2), its license shall be immediately suspended until it complies with RCW 74.08.580(2). If the licensee remains otherwise eligible to be licensed, the commission may reinstate the license once the licensee has complied with RCW 74.08.580(2).

9.46.420

RCW 9.46.410 to be negotiated with Indian tribes.

The commission shall consider the provisions of RCW 9.46.410 as elements to be negotiated with federally recognized Indian tribes as provided in RCW 9.46.360.

9.46.901

Intent—1987 c 4.

The separation of definitions and authorized activities provisions of the state's gambling statutes into shorter sections is intended to improve the readability and facilitate the future amendment of these sections. This separation shall not change the meaning of any of the provisions involved.
9.46.902


This act shall not be construed as affecting any existing right acquired or liability or obligation incurred under the sections amended or repealed in this act or under any rule, regulation, or order adopted under those sections, nor as affecting any proceeding instituted under those sections.

9.46.903

Intent—1994 c 218.

The legislature intends with chapter 218, Laws of 1994 to clarify the state's public policy on gambling regarding the frequency of state lottery drawings, the means of addressing problem and compulsive gambling, and the enforcement of the state's gambling laws. Chapter 218, Laws of 1994 is intended to clarify the specific types of games prohibited in chapter 9.46 RCW and is not intended to add to existing law regarding prohibited activities. The legislature recognizes that slot machines, video pull-tabs, video poker, and other electronic games of chance have been considered to be gambling devices before April 1, 1994.
AGENDA REQUEST FORM

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

[Table with columns for BOCC ACTION, Agenda Item #, Initial, Date, Review, Clerk of the Board, Risk Mgmt, Legal Required, 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, 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.

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<th>Board of County Commissioners</th>
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RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images and shall be effective the 14th day of August, 2018
BEFORE THE BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 186

AN ORDINANCE ESTABLISHING ELECTRONIC ACCESS
TO SUPERIOR COURT RECORDS AND IMAGES

WHEREAS, the Washington Administrative Office of the Courts (AOC) administratively implemented the Odyssey case management system. The Odyssey Portal is a web based application used to access Odyssey court records; and

WHEREAS, access to the Odyssey Port requires registration and approval by the Pacific County Clerk; and

WHEREAS, RCW 36.18.050 allows the Clerk to impose uncompensated fees for services similar to existing services; and

WHEREAS, RCW 36.18.016 directs that the Clerk must charge fees for non-statutory services under authority of a local ordinance and/or policy; and

WHEREAS, the Board of County Commissioners of Pacific County, State of Washington, hereby authorizes the Pacific County Clerk to assess an annual registration fee on all natural persons electronically accessing records of Superior Court; provided, however, the Clerk may not assess a registration access fee on employees of not-for-profit organizations or corporations whose primary purpose is to provide access to justice for the poor and infirm, courts of limited and general jurisdiction, and government agencies and departments access superior court records via Odyssey Portal; and
WHEREAS, the Pacific County Clerk shall adopt appropriate procedures for the collection of the annual registration access fee; and

WHEREAS, the Pacific County Clerk shall have the authority to approve and sign registration access agreements with natural persons desiring access to electronic superior court records; and

WHEREAS, the Pacific County Clerk shall establish a registration fee for access to the Odyssey Portal. The Clerk may adjust the fee annually to reflect any changes in the costs of providing the service as determined by financial analysis or comparisons with other entities; and

WHEREAS, subsequent system expansion including image viewing through a document management system may increase costs; therefore, the Clerk shall be authorized to assess an access fee up to five hundred dollars ($500) annually for maintaining, enhancing, and operating said service upon implementation of future expansion to view electronic images of superior court records.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON, that the Electronic Access to Superior Court Records and Images is hereby adopted as following:

Section 1. Assessment of access fee authorized

The Pacific County Clerk is authorized to assess a registration access fee on all natural persons electronically accessing superior court records; provided, however, that the Clerk may not assess a registration access fee on employees of not-for-profit organizations or corporations.
whose primary purpose is to provide access to justice for the poor and infirm, courts of limited and general jurisdiction, and government agencies and departments access superior court records via Odyssey Portal while in the performance of their official duties.

Section 2. Fee Collection

The Pacific County Clerk shall adopt appropriate procedures for the collection of the annual registration access fee.

Section 3. Contracting authority

The Pacific County Clerk shall have the authority to approve and sign access agreements with natural persons desiring access to electronic superior court records.

Section 4. Establishment of Fee

The Pacific County Clerk shall charge an annual registration access fee of one hundred dollars ($100) per entity for access to Odyssey Portal. Subsequent expansion of access to view electronic images via a document management system may include an additional annual fee of up to five hundred dollars ($500) based upon the costs of providing access to electronic images of superior court records and maintaining, enhancing, and operating said service. Provided, however, no such fee shall be assessed to the Pacific County Prosecutor’s Office.

The Clerk may annually adjust either the registration access fee or the electronic image fee to reflect any changes in the costs of providing these services as determined by subsequent financial analysis and/or comparisons with other entities.

Section 5. Effective Date

This ordinance shall take effect the 14th day of August, 2018.

PASSED BY THE PACIFIC COUNTY BOARD OF COUNTY COMMISSIONERS 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

APPROVED AS TO FORM

Prosecutor’s Office       WSBA #

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner

Ordinance No. 186-Electronic Access
# Board of Pacific County Commissioners

**AGENDA REQUEST FORM**

**REQUESTED MEETING DATE:** 8/14/2018

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
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<tbody>
<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
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<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
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<tr>
<td>□ CONTINUED TO DATE:</td>
<td>TIME:</td>
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<td>□ OTHER:</td>
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**Agenda Item #: 28**

Initial: [space] Date: [space]

**Distribution List:**

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

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**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** Board of County Commissioners

**DIVISION (if applicable):**

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

**PHONE / EXT:**

**SIGNATURE:**

**DATE:** 8/6/2018

**NARRATIVE OF REQUEST**

Open Public Hearing
Swear in those wishing to testify/comment
Close public input portion/hearing
BOCC discussion

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

Adopt Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges and Ordinance No. 181 shall be rescinded on August 15, 2018 and concurrently replaced with this Ordinance No. 187

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Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ORDINANCE NO. 187

AN ORDINANCE REGARDING THE SALARIES OF PACIFIC COUNTY’S ELECTED OFFICIALS AND THE PROPORTION OF FULL-TIME WORK AUTHORIZED FOR ITS DISTRICT COURT JUDGES

WHEREAS, by enacting Ordinance No. 187, the Board of County Commissioners (BOCC) finds that:

1) RCW 36.17.020 authorizes the BOCC as the county legislative authority to establish the salaries of the elected officials of the county; and

2) Amendment 57 to the Washington State Constitution prohibits a legislative authority member from increasing his/her salary during his/her term of office; and

3) RCW 36.40.205 requires an approved pre-election salary adjustment for a county legislative authority office to be ratified and validated by properly adopting it as part of the county budget(s) for the year(s) following such election; and

4) Pursuant to section 1 of Article XXVIII of the Washington State Constitution and RCW 3.58.020 and 43.03.012(3), the salary for a part-time district court judge shall be determined by the citizens’ commission on salaries for elected officials and said citizens’ commission has determined that the salary for a part-time district court judge shall be the proportion of full-time work for which the position is authorized, multiplied by the salary for a full-time district court judge; and

5) The salaries of county elected officials should be determined following a public hearing with proper legal notice thereof; and

6) The salaries of county elected officials should be fair and representative of the responsibilities of the office and should be in proper relation among elected officials; and

7) The salary for a member of the county legislative authority for each year of the term must be set in advance of the member taking office; and

8) The members of the county legislative authority should have identical salaries for the same periods of service; and
WHEREAS, with the adoption of the fiscal year 2016 budget, the part-time North District Court Judge salary proportion of full-time work was adjusted from 0.45 FTE to 0.50 FTE effective January 1, 2016; and

WHEREAS, the Board of County Commissioners deems it necessary to rescind the previous Ordinance No. 181 (passed by the BOCC on October 31, 2016 in the final year of the four-year term for the County Commissioners in Districts No. 1 and No. 2) and replace it with this new Ordinance No. 187 in order to establish the salaries of elected officials through the conclusion of fiscal year 2022, which will cover the full four-year term of the County Commissioner for District No. 3, whose term lasts from January 1, 2019 through December 31, 2022; and

WHEREAS, in accordance with Amendment 57 to the Washington State Constitution, the BOCC adopted the fiscal year 2018 budget without a cost of living adjustment (COLA) for the county commissioners in order to ensure that no legislative authority member of Pacific County increased his/her salary during his/her term of office; and

WHEREAS, in accordance with Amendment 57 to the Washington State Constitution, the elected officials’ salaries listed herein for fiscal years 2019 through 2021 shall not be increased in comparison to the salaries listed in Ordinance No. 181, which ensures that no legislative authority member of Pacific County shall use this Ordinance to increase his/her salary during his/her current term of office;

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, that Pacific County Ordinance No. 187 read as follows:

SECTION 1. The monthly salaries of Pacific County’s elected officials may be adjusted beginning January 1, 2018 through December 31, 2022 per the salary table listed below:

<table>
<thead>
<tr>
<th>Position</th>
<th>2018 (Identical to adopted budget)</th>
<th>2019 (Identical to Ordinance #181)</th>
<th>2020 (Identical to Ordinance #181)</th>
<th>2021 (Identical to Ordinance #181)</th>
<th>2022 (2.0% COLA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessor</td>
<td>$5,305.00</td>
<td>$5,411.00</td>
<td>$5,519.00</td>
<td>$5,629.00</td>
<td>$5,742.00</td>
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<td>Auditor</td>
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<td>$5,742.00</td>
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<td>Clerk</td>
<td>$5,305.00</td>
<td>$5,411.00</td>
<td>$5,519.00</td>
<td>$5,629.00</td>
<td>$5,742.00</td>
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<td>Commissioner</td>
<td>$5,201.00</td>
<td>$5,411.00</td>
<td>$5,519.00</td>
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<td>$5,742.00</td>
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<td>Treasurer</td>
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<tr>
<td>Sheriff</td>
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<td>$6,761.00</td>
<td>$6,896.00</td>
<td>$7,034.00</td>
<td>$7,175.00</td>
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</table>
SECTION 2. The monthly salary of the Prosecuting Attorney shall be as follows:
- 2018: one-half of the monthly salary of a superior court judge plus $3,994.00
- 2019: one-half of the monthly salary of a superior court judge plus $4,074.00
- 2020: one-half of the monthly salary of a superior court judge plus $4,155.00
- 2021: one-half of the monthly salary of a superior court judge plus $4,238.00
- 2022: one-half of the monthly salary of a superior court judge plus $4,323.00

SECTION 3. In accordance with Amendment 57 to the Washington State Constitution, the monthly salaries listed in Section 1 and Section 2 of this Ordinance No. 187 do not exceed the monthly salaries previously ordained by the BOCC in Ordinance No. 181 for the timeframe spanning fiscal years 2018 through 2021. This ensures that no legislative authority member of Pacific County will increase his/her salary during his/her current term of office by way of this Ordinance No. 187.

SECTION 4. The salary tables in Section 1 and Section 2 shall not be further modified unless this ordinance is amended after a public hearing is conducted upon such proposal with proper legal notice thereof.

SECTION 5. The actual salaries paid to the Pacific County elected officials listed herein shall be the lesser of (a) the amount authorized for that fiscal year within Section 1 and Section 2 of this ordinance or (b) the amount adopted as part of that year’s final county budget. Therefore, this ordinance establishes the maximum allowable monthly salary for all Pacific County elected officials listed herein.

SECTION 6. The salary schedule for the Judicial Branch of county government is established by the Washington Citizens' Commission on Salaries for Elected Officials (WCCSEO). The Judicial Branch of Pacific County includes one Superior Court Judge and two District Court Judges (one for each electoral district of Pacific County).

SECTION 7. The actual dollars paid to the Pacific County Superior Court Judge are not addressed within this ordinance.

SECTION 8. The authorized proportions of full-time work (the basis for determining actual salaries) of Pacific County's District Court Judges are:
- Electoral District #1: North Pacific County at fifty percent (50%); and
- Electoral District #2: South Pacific County at sixty percent (60%).
SECTION 9. If any provision of this ordinance, or its application to any person or circumstance, is held invalid, the remainder of the ordinance, or the application of it to other persons or circumstances, shall not be affected.

SECTION 10. Ordinance No. 181 regarding the salaries of Pacific County’s elected officials and the proportion of full-time work authorized for its district court judges shall be rescinded on August 15, 2018 at 12:00:01 AM and concurrently replaced with this Ordinance No. 187, which shall remain in full force and effect until duly and lawfully amended or repealed.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, the 14th day of August, 2018, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

APPROVED AS TO FORM

Prosecutor’s Office  WSBA #  BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

PACIFIC COUNTY, WASHINGTON

ATTEST:

Marie Guernsey, Clerk of the Board

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner