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

Tuesday, August 28, 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)

No business for the Local Board of Health
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, August 28, 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

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

Public Comment (limited to three minutes per person)

YEARS OF SERVICE

5 Years: Randy Wiegardt (PCSO)
Josh Klus (HLTH)

CONSENT AGENDA (Items 1-8)

Department of Community Development

1) Confirm payment to A. J. Sanchez in the amount of $17/hr for duties of the Litter Crew Supervisor

Health & Human Services Department

2) Approve Amendment B to Consolidated Homeless Grant #17-46108-22 with WA State Department of Commerce; authorize Chair to sign
3) Approve Amendment #2 to CHOICE Regional Health Contract #N21896-18 for Youth Marijuana Prevention programs; authorize Chair to sign
4) Confirm Director’s signature on the DCYF/County General Terms & Conditions with the Department of Children Youth and Families Contract #1883-31774

General Business

5) Confirm transfer of computer workstation from Clerk’s Office to the Auditor’s Office
6) Approve Amendment 1 to Contract for Services with the Port of Chinook pertaining to the Marine Fueling Project
7) Approve July, 2018 payroll; total employees: 197 total payroll: $797,878.61
8) Approve Vendor Claims; Warrants Numbered 143191 thru 143298 in the amount of $282,333.62

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

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

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

9) Consider approval of Final Prospectus for Rural Arterial Funding for the Raymond-South Bend Road and the South Fork Road; authorize chair to Sign

10) Consider award of the Upper Naselle Road Resurfacing Project (bids to be held August 27, 2018)

11) Acknowledge resignation of Tim Bale, Senior Engineering Tech, effective August 31, 2018 and consider approval of request to post, advertise, and hire for vacant position

12) Consider approval of request to post, advertise, hire for vacant Shop Supervisor

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

13) Consider approval of School Nurse Contract with South Bend School District

14) Consider approval of School Nurse Contract with Willapa Valley School District

15) Consider approval of the Professional Service Agreement #20180102 with Great Rivers Behavioral Health Organization for school based care Coordination; authorize Director to sign

16) Consider approval of converting contracted staff to casual employees

17) Acknowledge resignation of Michelle Kemmer, Health & Human Services Manager and from Valerie Hooge, Human Services Manager; consider approval of request to advertise for vacant positions

ITEMS REGARDING COUNTY FAIR

18) Consider approval of Concession Space Use Agreement with Ascending Adventures, LLC for the 2018 County Fair

ITEMS REGARDING SHERIFF’S OFFICE

19) Consider approval of E911 County Basic Service Operating Contract SFY2018 #E19-031 with WA State Military Department; authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

20) Consider approval of the appointment of Milli Morisette to the Human Services Advisory Board

21) Acknowledge resignation of Chuck (CJ) Poellnitz from the Fair Advisory Board

ITEMS REGARDING GENERAL BUSINESS

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

23) Consider approval of request to extend use of Morehead Park by Warren Cowell

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
24) Consider adoption of Resolution 2018-______ pertaining to the closure of special revenue funds and use of special revenue funds

25) Consider adoption of Resolution 2018-______ pertaining to allocating the interest and other income earned

26) Consider request to rescind Resolution 2018-031 and adopt Resolution 2018-______ authorizing a short term loan to the Pacific County Drainage District #1 and rescind the Intergovernmental Agreement approved at your meeting of August 14, 2018 and approve the Intergovernmental Agreement with Drainage District #1 for a short term loan

27) Consider approval of Contract with the Port of Chinook pertaining to the Recreational Boating Facility Redevelopment

28) Consider approval of Contract with the Pacific County EDC pertaining to Personnel for Targeted Marking Efforts 2019-2021

EXECUTIVE SESSION

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

PUBLIC HEARINGS – 10:00AM

30) Consider Application to Lease/Intent to Lease county owned property

31) Consider adoption of Resolution 2018-______ granting Non-Exclusive Franchise No. 2018-______ to US Fish & Wildlife

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.
# Years of Service Report

**August 2018**

<table>
<thead>
<tr>
<th>Total Years of Service</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Name</strong></td>
<td><strong>Date of Hire</strong></td>
</tr>
<tr>
<td>Randel T. Wiegardt</td>
<td>8/10/2013</td>
</tr>
<tr>
<td>Josh Klus</td>
<td>8/15/2013</td>
</tr>
</tbody>
</table>

*Tuesday, July 10, 2018*  
*OK per Alex - KB*  

*8/17/18 C: Lisa - KB*
Confirm payment to A. J. Sanchez in the amount of $17/hr for duties of the Litter Crew Supervisor
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
□ 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: Katie Lindstrom, Deputy Director  PHONE / EXT: 2648

SIGNATURE: ____________________________  DATE: 8/16/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment B to grant #17-46108-22 with Washington State Dept of Commerce Community Services and Housing Division. This amendment adds $19,693 in state housing funds to assist individuals experiencing or at risk of homelessness in Pacific County. The amendment takes effect 8/1/2018. The additional funds will be passed through to our housing programs contract, CCAP, at next amendment. Please let me know if you have questions. Thank you!

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

Approve Amendment B to Consolidated Homeless Grant #17-46108-22 with WA State Department of Commerce and authorize Chair to sign
Name of Contractor: Washington State Department of Commerce

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
17-46109-22 amendment B

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

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

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

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):
☐ Small PW Process (<$300,000)  ☐ PW Project (>=$300,000)

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

Services / Leases:
☐ Architectural & Engineering
☐ 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  ☐ Emergency Event (Purchases/Public Works)
☐ Single ( Sole) Source Purchase*  ☐ Special Facilities / Market Conditions
*Resolution Required

☐ 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):
TOTAL TAX:

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

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

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

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

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

1. Grantee
Pacific County Public Health & Human Services
PO BOX 26
SOUTH BEND, WA 98586-0026

2. Grantee Doing Business As (optional)

3. Grantee Representative (only if updated)
Katie Lindstrom
Deputy Director
(360) 642-9300
kojen@co.pacific.wa.us

4. COMMERCE Representative
Megan Kendig
Program Manager
(360) 725-2920
megan.kendig@commerce.wa.gov

5. Original Grant Amount (and any previous amendments)
$537,977

6. Amendment Amount
$19,693

7. New Grant Amount
$557,670

8. Amendment Funding Source
Federal: 
State: 
Other: X N/A:

9. Amendment Start Date
August 1, 2018

10. Amendment End Date
June 30, 2019

11. Federal Funds (as applicable):
N/A

12. Amendment Purpose:
Adds additional CHG funding from the SFY 2019 supplemental operating budget.

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

FOR GRANTEE

Signature

Print Name, Title

Date

FOR COMMERCE

Diane Klontz, Assistant Director
Community Services and Housing Division

Date

APPROVED AS TO FORM ONLY

Sandra A. Adix
Assistant Attorney General
3/20/2014

Date
Amendment

This Grant is **amended** as follows:

**Attachment B**

## Budget

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Original</th>
<th>Amendment B</th>
<th>New Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHG Base</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td>$11,352.00</td>
<td>$0.00</td>
<td>$11,352.00</td>
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<tr>
<td>Fac Support: For-Profit Lease</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fac Support: Other Lease and Fac Costs</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Rent: For-Profit Rent</td>
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<td>$79,520.00</td>
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<tr>
<td>Rent: Other Rent and Housing Costs</td>
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<td>$19,693.00</td>
<td>$19,693.00</td>
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<tr>
<td>Operations</td>
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<td>$35,253.00</td>
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<td><strong>TANF</strong></td>
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<tr>
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<td>TANF: Other Rent and Housing Costs</td>
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<td>$0.00</td>
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<tr>
<td>TANF: Operations</td>
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<td>$4,760.00</td>
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<tr>
<td><strong>HEN SFY 2018 (July 2017-June 2018)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HEN: Admin 2018</td>
<td>$11,042.00</td>
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<td>$11,042.00</td>
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<tr>
<td>HEN: Rent and Housing Costs 2018</td>
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<td>$128,105.01</td>
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<tr>
<td>HEN: Operations 2018</td>
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<td>$0.00</td>
<td>$65,125.99</td>
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<tr>
<td><strong>HEN SFY 2019 (July 2018-June 2019)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HEN: Admin 2019</td>
<td>$11,042.00</td>
<td>$0.00</td>
<td>$11,042.00</td>
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<tr>
<td>HEN: Rent and Housing Costs 2019</td>
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<td>$94,431.00</td>
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<tr>
<td>HEN: Operations 2019</td>
<td>$69,800.00</td>
<td>$0.00</td>
<td>$69,800.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$537,977.00</td>
<td>$19,693.00</td>
<td>$557,670.00</td>
</tr>
</tbody>
</table>
## CHG Budget Revision Form

**Instructions**
- Please complete this CHG Budget Revision Form and send to your CHG program manager for approval. Only use this form.
- Continue adding Finers revisions to this form until the cumulative amount moved exceeds 10%.
- Use the light yellow cells below to enter your budget revisions. The current budget column (column A) is populated with your existing contracted budget.
- Complete the "new" or "old" cell to describe the revision status in column B. Change any previous revisions indicated as "old".
- Enter the amount of changes only do not enter the entire budget. Unless the budget amount is changing (addition or subtraction of a row), the sum of the amounts removed from categories must equal the sum of the amounts added to categories.
- See row 13 and 12 below for example.

### Appropriate Subdepartment
- Agency Name: Pacific County Health and Human Services
- Fiscal Year: 2018
- Contact Name: John Smith
- Contact Phone: 555-1234

### Table Data

<table>
<thead>
<tr>
<th>Budget Year</th>
<th>Original Amount</th>
<th>Change</th>
<th>New Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2017 to June 30, 2018</td>
<td>$12,345.67</td>
<td>$12,345.67</td>
<td>$12,345.67</td>
</tr>
</tbody>
</table>

### Additional Notes
- **Total Original Amount**: $12,345.67
- **Total Change Requested**: $12,345.67
- **Total Requested (New Withdrawals)**: $12,345.67
- **Total Requested (New Additions)**: $12,345.67
- **Total Requested (New Additions or Subtractions)**: $12,345.67

### Form Completion Date
- Revised: October 2017
Approve Amendment #2 to CHOICE Regional Health Contract #N21896-18 for Youth Marijuana Prevention programs and authorize Chair to sign

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: Health  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director  PHONE / EXT: 2644

SIGNATURE: __________________________________________________________________________  DATE: 8/13/18

NARRATIVE OF REQUEST

Request the Board approve and sign the CHOICE Regional Health Network, CONTRACT AMENDMENT to cover the service period July 1, 2018 to June 30, 2019. This contract is focused on Youth Marijuana Prevention programs. It is a contract we have held with CHOICE for three years and will provide funds to continue to work on these projects. There were funds in the 2018 adopted budget, however the amount of $21,000.00 is an increase in funds over the $10,000.00 we had this past contract year which ended on June 30, 2018. I have included funds in the 2019 proposed budget. No supplemental will be required.

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

Approve Amendment #2 to CHOICE Regional Health Contract #N21896-18 for Youth Marijuana Prevention programs and authorize Chair to sign

Revised 8/2015  Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: CHOICE Regional Health Network
Name of Contract/Agreement/Grant/Amdendment #: (If amendment, provide copy of those pages that are being amended):
Contract Amendment #2 to Contract Number N21896-18

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

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

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

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

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

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

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

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

To be located at:

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

☐ 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):
This contract provides State Funds through CHOICE Regional Health Network to develop regional prevention strategies related to Youth Marijuana use. As a region we have developed workplans and strategies and will continue this work in the upcoming contract cycle. These funds are included in the 2019 proposed budget and funds were included in the 2018 approved budget.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 XXX,XXX,XX,XX

EXPENDITURE BUDGETED? ☑ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☑ No

IN-KIND MATCH REQUIRED? ☐ Yes ☑ No

MATCHING FUNDS REQUIRED? ☐ Yes ☑ No

AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
CHOICE Regional Health Network

CONTRACT AMENDMENT

1A. NAME OF SUBCONTRACTOR
Pacific County Public Health and Human Services Dept.

1B. ADDRESS OF CONTRACTOR
1216 W Robert Bush Drive
1C. CITY, STATE, ZIP CODE
South Bend, WA, 98586

2A. CONTRACT NUMBER
N21896-18

2B. AMENDMENT
#2

3. ☑ THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS

The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in item 5 below by mutual consent of all parties hereto.

4. ☐ THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS

The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in item 5 below pursuant to the changes and modifications clause as contained therein.

5. DESCRIPTION OF AMENDMENT:

Pacific County Public Health and Human Service and CHOICE Regional Health Network have entered into the Youth Marijuana Prevention and Education Program Agreement executed in 2016. All terms and conditions set forth in that Agreement remain in full force and effect, except to the extent that such terms and conditions are modified or in conflict with the provisions of this Amendment, in which case this Amendment shall prevail.

The purpose of this amendment is to revise the following:

i. Extend the period of performance from July 1, 2018 to June 30, 2019.

ii. The Monthly Activity Reports are to be submitted to the CHOICE by the 5th day of each month and the Expenditure Report and Request for Reimbursement must be provided to CHOICE by the 10th of each month in order to receive reimbursement for the previous month. If CHOICE does not receive the Monthly Expenditure Report and Request for Reimbursement form by the 10th of the month, CHOICE may withhold approval and payment, at its discretion, until the 30th of the month following submittal.

iii. Provides $21,000 Not-to-Exceed compensation for year 4 deliverables.

iv. Revises the Subcontractor’s Exhibit A – Statement of work:

a. Community collaborations: Serve as a community-level content expert to the YMPEP Program Manager. Participate in scheduled monthly YMPEP Work Group meeting preparation and/or meeting attendance. This will include in-person meetings, teleconference meetings, and e-mail correspondence as needed.

b. Maintain and expand relationships: Will work with CHOICE Program Manager to maintain, engage with, and fill gaps in participation of current regional marijuana prevention programs, drug free community coalitions, and community prevention and wellness coalitions within the region.

c. Will work with CHOICE Program Manager and Regional Partners to implement the specified activities in the work plan as outlined in the YMPEP 5-Year Strategic Plan in the following categories:
i. P-1 Reach out to decision-makers to promote prevention work
ii. P-4 Advocate for marijuana-free school environments (Promote prevention work to decision-makers)
iii. P-7 Advocate for enforcement or public use bans
iv. P-8 Educate public on public-use bans through paid or earned media.
v. I-3 Educate and reduce the percentage of youth who ride with someone driving under the influence of marijuana.

d. Will work with CHOICE YMPEP Program Manager and assist in executing a Driving Under the Influence campaign, in conjunction with the Washington Traffic Safety Commission.

v. This Amendments Effective Date shall July 1, 2018.

6. □ This is a unilateral amendment. Signature of contractor is not required below.

☒ Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.

IN WITNESS WHEREOF, CHOICE and the Subcontractor have signed this agreement.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>CHOICE REGIONAL HEALTH NETWORK SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Confirm Director’s signature on the DCYF/County General Terms & Conditions with the Department of Children Youth and Families Contract #1883-31774
Name of Contractor: Department of Children Youth and Families (DCYF)
Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): DCYF and County Agreement on General Terms and Conditions

☐ 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  ☐ Other
☐ Federal

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

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):
☐ Small PW Process (<$300,000)  ☐ PW Project (> $300,000)
Equipment, Materials, & Supplies (RCW 36.32):  ☐ <$5,000 (attach 3 bids)  ☐ $5,000-$25,000 (use small works roster)  ☐ >$25,000 (competitive bids)
Services / Leases:
☐ Architectural & Engineering  ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer)  ☐ Lease (Real)
☐ Telecomm & Data Processing  ☐ Other (Describe):

To be located at: ____________________________________________

Exceptions to Bidding (Please provide appropriate documentation):
☐ Insurance/Bonds  ☐ Emergency Event (Purchases/Public Works)
☐ Single (Soie) 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 XXX.XXX.XX.XX
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
# DCYF and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are between the state of Washington Department of Children Youth and Families (DCYF) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

**TERM OF AGREEMENT:** The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

<table>
<thead>
<tr>
<th>START DATE: July 1, 2018</th>
<th>END DATE: June 30, 2019</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COUNTY NAME</th>
<th>DCYF INDEX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>1231</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY ADDRESS</th>
<th>COUNTY TELEPHONE</th>
<th>COUNTY FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>1216 West Robert Bush Drive, Post Office Box 26, South Bend, WA 98586</td>
<td>(360) 875-9343</td>
<td>(360) 875-9323</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF CONTRACTS DEPARTMENT ADDRESS</th>
<th>DCYF CONTRACTS DEPARTMENT TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 45710, Olympia, WA 98504-5710</td>
<td>(360) 902-8266</td>
</tr>
</tbody>
</table>

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

<table>
<thead>
<tr>
<th>COUNTY SIGNATURE(S)</th>
<th>DATE(S)</th>
<th>PRINTED NAME(S) AND TITLE</th>
<th>TELEPHONE NUMBER (INCLUDE AREA CODE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>8-14-18</td>
<td>Mary P. Goelz, Director</td>
<td>360-875-9343</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF SIGNATURE</th>
<th>DATE</th>
<th>PRINTED NAME AND TITLE</th>
<th>TELEPHONE NUMBER (INCLUDE AREA CODE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross Hunter, Secretary</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

a. "Agreement" means this Department of Children Youth and Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

c. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

d. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

e. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

f. DCYF Contracts Administrator* means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth and Families statewide agency contracting procedures, or their appropriate designee.

g. "DCYF Contracts Department" means the Department of Children Youth and Families statewide agency headquarters contracting office, or successor section or office.

h. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.

i. "Department of Children, Youth and Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.

j. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

k. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

l. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, or any financial identifiers.
m. “Program Agreement” or “County Program Agreement” means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and to be made by DCYF. This term may also refer to an agreement between DSHS and the County, which was transferred to DCYF by operation of law.

n. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

o. “Secretary” means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

p. “Subcontract” means a separate Agreement between the County and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

q. “USC” means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

r. “WAC” means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. Amendment. This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. Assignment. Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County’s obligations by the third party.

4. Billing Limitations. Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. Compliance with Applicable Law. At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. Confidentiality

   a. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:
(1) As provided by law; or,

b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically securing any computers, documents, or other media containing the Confidential Information.

c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the DCYF Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons’ protected data, and three (3) business days of discovery for breaches of over 500 persons’ protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

9. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees
of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency’s respective operational protocols, to the Secretary of DCYF (“Secretary”) and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues de novo in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

11. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

12. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in
all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

13. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County’s employees.

14. **Inspection.** Either party may request reasonable access to the other party’s records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party’s compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party’s records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Insurance.** DCYF certifies that it is self-insured under the State’s self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

16. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County’s invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved
by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

19. Ownership of Material. Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be “work made for hire” as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not “work made for hire”; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

20. Severability. The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

21. Subcontracting. The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor’s unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

22. Subrecipients.

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its...
federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and


b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit’s schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

24. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after
the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DCYF’s discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days advance written notice to County, DCYF may suspend County’s performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County’s performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this subsection, “written notice” may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.

(3) If the County’s proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

25. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days’ written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days’ written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

26. Termination for Default.

a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

(1) Failed to meet or maintain any requirement for contracting with DCYF;
DCYF/County General Terms & Conditions

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County’s noncompliance with the agreement and provide the County a reasonable opportunity to correct the County’s noncompliance. If the County does not correct the County’s noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client’s health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF’s noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF’s noncompliance. If DCYF does not correct DCYF’s noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DCYF contact person (or to his or her
successor), listed on the first page of the Program Agreement, all DCYF assets (property) in the County’s possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.

d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

28. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client’s personal property. The County shall not interfere with any adult client’s ownership, possession, or use of the client’s property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client’s age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client’s guardian or custodian all of the client’s personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients’ access to, or possession or use of, lawful or unlawful weapons and drugs).

29. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.
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 #: 5

Initial: ____________________________ Date: ____________________________

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration for DPW Computer Srvc
□ DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant
□ PHONE / EXT:

SIGNATURE: ____________________________ DATE: 8/13/18

NARRATIVE OF REQUEST

Confirm attached inventory transfer for fixed asset #3024. Per Andy Seaman, DPW Computer Services, this computer was transferred from the Clerk's Office to the Auditor's Office in the past, but that change wasn't submitted. Therefore, the inventory transfer is from the Clerk's Office to DPW Communications.

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

Confirm transfer of computer workstation from Clerk's Office to the Auditor's Office
PACIFIC COUNTY
INVENTORY DISPOSAL / TRANSFER FORM

<table>
<thead>
<tr>
<th>FIXED ASSET ID NUMBER</th>
<th>3024</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT/OFFICE</td>
<td>Clerk's Office</td>
</tr>
<tr>
<td>EQUIPMENT DESCRIPTION</td>
<td>Computer Workstation, Dell OptiPlex 960</td>
</tr>
<tr>
<td>MODEL NUMBER</td>
<td>OptiPlex 960</td>
</tr>
<tr>
<td>SERIAL NUMBER</td>
<td>GWKXHK1</td>
</tr>
</tbody>
</table>

IS THIS EQUIPMENT STILL FUNCTIONING?  □ YES  □ NO
If yes, has this equipment been offered to other county departments/offices?  □ YES  □ NO

DISPOSAL

<table>
<thead>
<tr>
<th>DISPOSAL DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

HOW DISPOSED

<table>
<thead>
<tr>
<th>REASON FOR DISPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

If sold, name of purchaser ___________________________ Amount received ___________________________

TRANSFER

<table>
<thead>
<tr>
<th>TRANSFERRED FROM (Department/Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk's Office</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRANSFERRED TO (Department/Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPW Communications - Joe</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF TRANSFER</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/2/18</td>
</tr>
</tbody>
</table>

THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS' OFFICE

Your request to □ dispose / □ transfer Fixed Asset Inventory Number _______________________ was □ approved / □ denied by the Board of County Commissioners at their meeting of _____________________, in accordance with Pacific County Personal Property Inventory Procedures.

______________________________
Clerk of the Board/Deputy Clerk of the Board

Revised 5/2018
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: ☐ TIME:

☐ OTHER:

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court

☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt

☐ Civil Service ☐ Health ☐ SDC ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): .09

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: Kathy Spoor

DATE: 8-13-18

NARRATIVE OF REQUEST

Attached for your consideration is an Amendment to the contract with the Port of Chinook for marine fueling station improvements. This amendment adds funding recommended by PCOG for 2019 grant awards. The additional funding is $20,000 bringing the total for this phase of the project to $35,000, and will be used for replacement of three fuel registers/meter at the Port’s public dock. The Port has received approval from PCOG to request funding for the project to be provided in 2018, rather than 2019.

This was not budgeted for 2018, however I do not believe we will need a supplement. We may have adequate budget capacity due to another budgeted project not being completed this year.

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

Move to approve Amendment #1 between Pacific County and the Port of Chinook adding $20,000 to increase the maximum considerable to $35,000 for replacement of three fuel registers at the Port’s public dock subject to adequate budget appropriations.
Name of Contractor: Port of Chinook

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract for Services btwn Pac Co and the Port of Chinook, Marine Fueling Project, Amendment #3

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

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

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

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

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

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

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

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 SHIPPING/HANDLING:

TOTAL TAX: EXPENDITURE FUND #: 126 XXXXXX.XX.XX

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

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

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

Revised 8/2015
Exhibit A to Resolution No. 2010-013
CONTRACT FOR SERVICES
Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF CHINOOK
MARINE FUELING PROJECT
AMENDMENT No. 1

THIS AMENDMENT No. 1 formally amends that certain Contract for Services made and entered into the 1st day of January, 2018, by and between Pacific County (the “COUNTY”), and the Port of Chinook (“RECIPIENT”), by replacing in its entirety Section 1, FUNDING, and Section 3, SCOPE OF WORK.

1. FUNDING
Funding has been increased from Fifteen Thousand Dollars ($15,000) to Thirty-Five Thousand dollars ($35,000) within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’S expenses incurred specific to the marine fueling facility improvement project.

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only. Final billing and report must be received by the COUNTY on or before December 14, 2018. Any billings received after that date will not be honored.

3. SCOPE OF WORK
Funding shall only be used to assist with the replacement of three fuel registers/meters at the Port of Chinook public dock.

ALL OTHER PROVISIONS of the CONTRACT FOR SERVICES remain in full force and effect as per the CONTRACT effective January 1, 2018.

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

RECIPIENT
PORT OF CHINOOK

Guy Glenn, Manager

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Lisa Ayers, Member

Frank Wolfe, Member

APPROVED AS TO FORM:

Prosecuting Attorney’s Office  WSBA #

ATTEST:

Marie Guernsey, Clerk of the Board
WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: JULY, YEAR OF 2018
TOTAL EMPLOYEES: 197
TOTAL PAYROLL: $797,878.61

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 29th day of August 2018

________________________
Chairperson

________________________
Commissioner

________________________
Commissioner

Attest: __________________________
Clerk of the Board

RECEIVED
PACIFIC COUNTY

AUG 14 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 28, 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

143191 thru 143298 $ 282,333.62

Warrants Dated: August 17, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Chairman

Auditor/Deputy Auditor

Commissioner

ATTEST:

Commissioner

Clerk of the Board

RECEIVED
PACIFIC COUNTY

AUG 17 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 #: 9
Initial: __________________________  Date: __________________________

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

Distribution List:
□ RF  □ Assessor  □ DPW  □ PCCOM  □ Superior Court
□ CF  □ Auditor  □ PCEMA  □ PC Fair  □ Treasurer
□ SEA  □ Clerk  □ Health  □ Prosecutor  □ Veg Mgmt
□ Civil Service  □ Juvenile  □ SOC  □ Sheriff  □ WSU Ext.
□ DCD  □ NDC  □ Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: __________________________  DATE: 8-15-18

NARRATIVE OF REQUEST:
Execution of Final Prospectus for potential Rural Arterial Program Funding (RAP) offered through the County Road Administration Board (CRAB) for Raymond-South Bend Road MP 1.45-1.62 (Shahour Slide) and South Fork Road MP 3.60 to MP 5.52 (Rue Creek to the State Highway).

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

Approve Final Prospectus for Rural Arterial Funding for the Raymond-South Bend Road and the South Fork Road and authorize Chair to sign, subject to adequate budget appropriations
STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD
RURAL ARTERIAL PROGRAM
FINAL PROSPECTUS
Biennium: 2019 - 2021
Region: SW  County: Pacific

IDENTIFICATION
State Legislative District: 19  Six-Year T.I.P. Priority No: 48  Total Points: 64.00

<table>
<thead>
<tr>
<th>Road Number(s)</th>
<th>Road Name(s)</th>
<th>FFC(s)</th>
<th>TRC(s)</th>
<th>BMP(s)</th>
<th>EMP(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>43880</td>
<td>Raymond - South Bend Road</td>
<td>08</td>
<td>99</td>
<td>1,450</td>
<td>1,620</td>
</tr>
</tbody>
</table>

PROJECT TYPE
Project Type: 3R - Rehabilitate, Resurface, Restore

DESCRIPTION OF PROPOSED IMPROVEMENTS - Attach Rating Worksheets

Roadway Structural Section, or Bridge Condition:

Deviation Anticipated?

The work will include 2 - 12 foot lanes with a 1 foot gravel shoulder, a hot mix asphalt prelevel course (1 1/2" depth) followed by the wearing course lift (1 1/2" depth) will complete the work.

Horizontal Alignment:

Deviation Anticipated?

There will be no change to the horizontal alignment

Vertical Alignment:

Deviation Anticipated?

There will be no change to the vertical alignment

Width:

Deviation Anticipated?

The current roadway is narrow and rough with alligating, cracks and drops. The proposed road will be 12 foot lanes with 1 foot shoulders for a total roadway width of 26 feet.

Other: Clear Zone, Slopes, Guardrail, Illumination, signals etc.:

Deviation Anticipated?

The clearzone will be improved by removing any roadside obstacles and possible placement of safety guardrail.

ESTIMATED FUNDING AND TIMING

<table>
<thead>
<tr>
<th>Phase</th>
<th>Est Total Cost</th>
<th>RATA Amount</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Prelim. Engr.</td>
<td>$20,000</td>
<td>$18,000</td>
<td>Jun-19</td>
<td>Aug-19</td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$521,000</td>
<td>$468,900</td>
<td>Sep-19</td>
<td>Oct-19</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$541,000</td>
<td>$486,900</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL CONSIDERATIONS THAT MAY AFFECT PROJECT SCHEDULE:

- Wetlands
- NMFS
- R.O.W.
- Shorelines
- USFWS
- BIA
- HPA
- RR
- USACE
- WDFW
- Cultural (Hist. Arch. Paleo.)
- Tied (Other agency work)
- Other

LOCAL PROJECT APPROVAL

RAP Project Prospectus prepared under the supervision of:

Vic. Map and typical cross sections attached? __________

Signature - County Engineer / Date

RAP Project Prospectus submitted to CRAB with the approval of:

Signature of Chair of the Board of County Commissioners or County Executive / Date
STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD
RURAL ARTERIAL PROGRAM
FINAL PROSPECTUS
Biennium: 2019 - 2021
Region: SW  County: Pacific

IDENTIFICATION
State Legislative District: 19  Six-Year T.I.P. Priority No: 16  Total Points: 43.00

<table>
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<th>Road Number(s)</th>
<th>Road Name(s)</th>
<th>FFC(s)</th>
<th>TRC(s)</th>
<th>BMP(s)</th>
<th>EMP(s)</th>
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<tbody>
<tr>
<td>46730</td>
<td>South Fork Road</td>
<td>08</td>
<td>99</td>
<td>3,600</td>
<td>5,520</td>
</tr>
</tbody>
</table>

PROJECT TYPE
Project Type: 3R - Rehabilitate, Resurface, Restore

DESCRIPTION OF PROPOSED IMPROVEMENTS - Attach Rating Worksheets
Roadway Structural Section, or Bridge Condition: ☐ Deviation Anticipated?
The work will include 2 - 12 foot lanes with a 1 foot gravel shoulder, a hot mix asphalt prelevel course (1 1/2" depth) followed by the wearing course lift (1 1/2" depth) will complete the work.

Horizontal Alignment: ☐ Deviation Anticipated?
Of the 16 curves (the worksheet only allows referencing of 14) there will be changes to 4 horizontal curves as noted on the project worksheet.

Vertical Alignment: ☐ Deviation Anticipated?
There will be no change to the vertical alignment, all meet design standards.

Width: ☐ Deviation Anticipated?
The existing roadway is narrow with 10 foot lanes, improvements will include widening for 12 foot lanes and 1 foot shoulders for a total roadway width of 26 feet.

Other: Clear Zone, Slopes, Guardrail, Illumination, signals etc.: ☐ Deviation Anticipated?
The clearzone will be improved by removing/relocating above ground obstacles and flattening slopes where warranted.

ESTIMATED FUNDING AND TIMING

<table>
<thead>
<tr>
<th>Phase</th>
<th>Est Total Cost</th>
<th>RATA Amount</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Prelim. Engr.</td>
<td>$25,000</td>
<td>$22,500</td>
<td>Jun-19</td>
<td>Aug-19</td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$1,400,000</td>
<td>$1,260,000</td>
<td>Sep-19</td>
<td>Oct-19</td>
</tr>
</tbody>
</table>

TOTAL | $1,425,000 | $1,282,500 |

Schedule of CRAB reimbursement for Construction will be on Project

SPECIAL CONSIDERATIONS THAT MAY AFFECT PROJECT SCHEDULE:
☐ Wetlands  ☐ NMFS  ☐ R.O.W.  ☐ Shorelines  ☐ USFWS  ☐ BIA  ☐ HPA  ☐ RR  ☐ USACE  ☐ WDFW  ☐ Cultrual (Hist. Arch. Paleo.)  ☐ Tied (Other agency work)  ☐ Other

LOCAL PROJECT APPROVAL
RAP Project Prospectus prepared under the supervision of:

Vic. Map and typical cross sections attached? __________

RAP Project Prospectus submitted to CRAB with the approval of:

Signature - County Engineer / Date

Signature of Chair of the Board of County Commissioners or County Executive / Date
### AGENDA REQUEST FORM

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

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

**DISTRIBUTION LIST:**

- [ ] RF
- [ ] Assessor
- [ ] DPW
- [ ] NDC
- [ ] Superior Court
- [ ] CF
- [ ] Auditor
- [ ] EMA
- [ ] PACCOM
- [ ] Treasurer
- [ ] SEA
- [ ] Clerk
- [ ] Fair
- [ ] Prosecutor
- [ ] Veg Mgmt
- [ ] Civil Service
- [ ] Health
- [ ] SDC
- [ ] WSU Ext.
- [ ] 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:** Department of Public Works  
**DIVISION (if applicable):**  
**OFFICIAL NAME & TITLE:** Mike Collins, Director/County Engineer  
**PHONE / EXT:**  
**SIGNATURE:**  
**DATE:** 8/22/2018

**NARRATIVE OF REQUEST**

Award the Upper Naselle Road Resurfacing Project MP 0.00 to 1.52, bids to be opened on August 27, 2018.

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

Award the Upper Naselle Road Resurfacing Project to __________________________ in the amount of $_____________________________
Acknowledge resignation of Tim Bale, Senior Engineering Tech, effective August 31, 2018 and approve request to post, advertise, and hire for vacant position, subject to adequate budget appropriations.

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
SIGNATURE: 
DATE: 8/22/2018

NARRATIVE OF REQUEST

Accept resignation of Timothy Bale, Senior Engineering Tech. His last day will be August 31, 2018. Request to advertise for Senior Engineering Tech immediately.

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

Acknowledge resignation of Tim Bale, Senior Engineering Tech, effective August 31, 2018 and approve request to post, advertise, and hire for vacant position, 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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ________________________________

☐ CONTINUED TO DATE: ____________________________ TIME: ____________________________

☐ OTHER: ____________________________________________

Agenda Item #: 12

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 ☐ Sheriff ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: ____________________________ DATE: 8/23/2018

NARRATIVE OF REQUEST

Request to advertise for South County Shop Supervisor.

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

Approve request to post, advertise, hire for vacant Shop Supervisor, subject to adequate budget appropriations
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPOVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:

□ CONTINUED TO DATE:  ________________  TIME:  ________________

□ OTHER:

AGENDA ITEM #:

Initial:  ___________________________  Date:  ________________

Review  □ Clerk of the Board

□ Risk Mgmt  □ Legal Required

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:  Health  DIVISION (if applicable):

OFFICIAL NAME & TITLE:  Mary Goelz, Director  PHONE / EXT:  2644

SIGNATURE:  ________________  DATE:  8/13/18

NARRATIVE OF REQUEST

Request the Board approve and sign the School nurse contract with South Bend School District for the school year 2018-2019. The amount of the contract is $28,000.00 to cover the cost of the school nurse. This is a contract we have held for a number of years. The amount is included in the current adopted budget and in the 2019 proposed budget. No supplemental will be required.

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

Approve of the School Nurse Contract with South Bend School District for the 2018-19 school year

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: South Bend School Contract
Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Service Contract for School Nurse Services

- 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
- Memorandum of Understanding/Agreement
- Interoffice/Interdepartmental
- Federal Contract
- Private Organization/Individual
- Public Organization/Jurisdiction
- State
- Sub-Recipient
- Other

Contractor Type (check all that apply):
- For-Profit
- Limited PW Process (<$35,000)
- Limited PW Process (<$40,000)
- Small PW Process (<$300,000)
- PW Project (>=$300,000)
- $5,000-$25,000 (low small works roster)
- >$25,000 (competitive bids)
- $5,000
- < $5,000
- Architectural & Engineering
- Lease (Personal Property i.e. copier, printer)
- Telecomm & Data Processing
- Personal Services
- Lease (Real)
- Other (Describe):

To be located at:

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):
- Equipment, Materials, & Supplies (RCW 36.32):

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

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): Contract with the school district to provide nursing hours

Background/Summary (Include date of prior workshop and/or action, if applicable):

This is a service we have provided to the South Bend School District for a number of years. We provide 0.27 FTE to the school district for school nursing duties

Total Cost/Amount (Include sales & use tax):

- TOTAL SHIPPING/HANDLING:
- EXPENDITURE FUND #: XXX.XXX.XX
- EXPENDITURE BUDGETED?: Yes No
- SUPPLEMENTAL REQUIRED?: Yes No
- IN-KIND MATCH REQUIRED?: Yes No
- DESCRIBE MATCH:
- MATCHING FUNDS REQUIRED?: Yes No
- AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County Public Health and Human Services Department, a Municipal Corporation, hereinafter referred to as the "COUNTY", and South Bend School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services, which include vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 113. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2018 and shall terminate on the 30th day of June 2019.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY $28,000.00 for 560 hours of direct nursing services at the school. The hours are based on 40 weeks of coverage, which includes nursing coverage two weeks prior to
the time school begins and one week after school is completed. This provides the nurse time to complete necessary paperwork before school begins and after school is completed.

Any hours in excess of these hours will be documented and billed to the District at a rate of $50.00 per hour.

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

The District agrees not to bill nurse hours to Slate Administrative match for any outreach, linkage or system development activities.

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans with Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY will not discriminate in any employment practice on the basis 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 dog guide or service animal by a person with a disability or any other protected status under applicable law.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.
VIII - SAVINGS AND SEVERABILITY

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

IX - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day of __7/31____, 2018.

OUTH BEND SCHOOL DISTRICT

[Signature]
Jon Henhaara,
Superintendent

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chairperson

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey,
Clerk of the Board
AGENDA REQUEST FORM

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

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

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ___________________________  TIME: ___________________________

□ CONTINUED TO DATE: ___________________________  TIME: ___________________________

□ OTHER: _______________________________________________________________________

Agenda Item #: 14  Initial: ___________________________  Date: ___________________________

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

DISTRIBUTION LIST:

□ RF  □ Auditor  □ DPW  □ NDC  □ Superior Court
□ CF  □ 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: Health  DIVISION (if applicable): ________________

OFFICIAL NAME & TITLE: Mary Goelz, Director  PHONE / EXT: 2644

SIGNATURE: ___________________________  DATE: 8/14/18

NARRATIVE OF REQUEST

Request the Board approve and sign the School Nursing Contract with Willapa Valley School District. This is a contract we have carried for a number of years. It provides school nurse hours to the school district. It is included in the 2018 Adopted budget and the 2019 proposed budget.

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

Approve of the School Nurse Contract with Willapa Valley School District for the 2018-19 school year

Revised 8/2015  Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Willapa Valley School District
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
School Nurse Services

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)
Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/interdepartmental ☐ State Contract
Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☐ Other

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

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):
☐ Small PW Process (<$300,000) ☐ PW Project (> $300,000)
Equipment, Materials, & Supplies (RCW 36.32): ☑ < $5,000 (attach 3 bids) ☐ $5,000-$25,000 (use small works roster) ☐ > $25,000 (competitive bid)
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at:

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

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggyback")
Please attach the following:
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- 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 SHIPPING/HANDLING:

EXPENDITURE FUND #: 118

EXPENDITURE BUDGETED? ☑ Yes ☐ No
SUPPLEMENTAL REQUIRED? ☑ Yes ☐ No
IN-KIND MATCH REQUIRED? ☑ Yes ☐ No
MATCHING FUNDS REQUIRED? ☑ Yes ☐ No

TOTAL TAX:

AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
SERVICE CONTRACT FOR SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Willapa Valley School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services, which include vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 113. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2018 and shall terminate on the 30th day of June 2019.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY $22,187.00 for 440 hours of direct nursing services at the school. The hours are based on 40 weeks in the year, which include nursing coverage two weeks prior to the time school begins and one week after school is completed. This provides the nurse time to complete necessary paperwork before school begins and after school is completed.
Any hours in excess of these hours will be documented and paid at a rate of $50.00 per hour.

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

The District agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development activities.

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans with Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY will not discriminate in any employment practice on the basis 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 dog guide or service animal by a person with a disability or any other protected status under applicable law.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of an indemnitee, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitee or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitee's officers, employees, agents, subcontractors, or any other person for which an indemnitee is held liable.

VIII - SAVINGS AND SEVERABILITY

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

IX - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day of _____________, 2018.

WILLAPA VALLEY SCHOOL DISTRICT

Nancy Morris, Superintendent

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chairperson

______________________________
Frank Wolfe, Commissioner

______________________________
Lisa Ayers, Commissioner

ATTEST:

______________________________
Marie Guernsey
Clerk of the Board
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ________________________________

□ CONTINUED TO DATE: ___________________________  TIME: _________________________

□ OTHER:

Initial: ___________________________ Date: ___________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SOC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: ___________________________  DATE: 8/20/2018

NARRATIVE OF REQUEST

Requesting approval and signature of Professional Service Agreement (contract #20180102) with Great River Behavioral Health. This contract provides $60,182 from now through December 31, 2019, to fund Family Resource/Care coordinators at our local schools. These funds will be combined with some local doc recording fees (housing), DBHR Prevention, .1% sales tax, and school district match, to fund 2.5 FTE positions (1.0 at South Bend, 1.0 at Raymond, and .50 at Valley). We fund a similar program at Ocean Beach School district with separate funds. This funding will be combined and sub contracted to ESD 113 who will provide the service. That contract will be on your agenda shortly. I will add this revenue to the 2018 budget at the next supplemental. Please contact me at 2648 with any questions. Thank you in advance!

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

Approve the Professional Service Agreement #20180102 with Great Rivers Behavioral Health Organization for school based care Coordination and authorize Director to sign
<table>
<thead>
<tr>
<th>Name of Contractor: Great Rivers Behavioral Health (GRBHO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): #20180102</td>
</tr>
<tr>
<td>☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)</td>
</tr>
<tr>
<td>Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract</td>
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<td>Equipment, Materials, &amp; Supplies (RCW 36.32): ☐ &lt; $5,000 (attach 3 bids) ☐ $5,000-$25,000 (use small works route) ☐ &gt;$25,000 (competitive bids)</td>
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<td>☐ Telecomm &amp; Data Processing ☐ Other (Describe):</td>
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<tr>
<td>To be located at:</td>
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<tr>
<td>☐ Other (please describe):</td>
</tr>
<tr>
<td>BACKGROUND/SUMMARY (Include date of prior workshop and/or action, if applicable):</td>
</tr>
<tr>
<td>TOTAL COST/AMOUNT (Include sales &amp; use tax): 60,182 TOTAL TAX: 0</td>
</tr>
<tr>
<td>TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 XXX.XXX.XX.XX</td>
</tr>
<tr>
<td>EXPENDITURE BUDGETED? ☐ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No</td>
</tr>
<tr>
<td>IN-KIND MATCH REQUIRED? ☐ Yes ☐ No DESCRIBE MATCH:</td>
</tr>
<tr>
<td>MATCHING FUNDS REQUIRED? ☐ Yes ☐ No AMOUNT OF MATCHING FUNDS:</td>
</tr>
</tbody>
</table>

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Great Rivers Behavioral Health Organization
Professional Services Agreement

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

<table>
<thead>
<tr>
<th>Pacific County</th>
<th>Contract Number: 20180102</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 Memorial Drive</td>
<td>Contract Start Date: August 1, 2018</td>
</tr>
<tr>
<td>South Bend, WA 98586</td>
<td>Contract End Date: December 31, 2019</td>
</tr>
<tr>
<td>Telephone: 360-249-3731</td>
<td></td>
</tr>
</tbody>
</table>

Program Contact: Katie Lindstrom
Fiscal Contact: Katie Lindstrom
Great Rivers Contact: Todd Broderius
Fiscal Contact: Brian Cameron

PACIFIC COUNTY, hereinafter referred to as the Contractor and Great Rivers agree to the terms and conditions of this Professional Service Agreement, including any exhibits, by signing below:

FOR GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION:

Edna J. Fund
Great Rivers Governing Board Chair

FOR PACIFIC COUNTY:

Mary Goelz, Director
Pacific County Public Health & Human Services

Date

Date
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into between GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION (hereinafter "Great Rivers"), a municipal corporation of the State of Washington, acting by and through its Governing Board and Pacific County (hereinafter "County").

WITNESSETH:

WHEREAS, Great Rivers desires to retain the services of the County for school based care coordination.

WHEREAS, County desires and is qualified to provide the professional services contemplated hereunder.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE AND SCOPE OF WORK.

1.1. Purpose. The purpose of this contract is to support the behavioral health care coordination provided by the Pacific County school based Care Coordinators (CC).

1.2. Scope of Work. The County shall provide the following services:

1.2.1. Care Coordinator for Pacific County Schools – Provide school based behavioral health care coordination for K-12 students attending Pacific County Schools. The Care Coordinator will

1.2.1.1. Assist youth and their families by addressing and coordinating care to meet their behavioral and physical health, educational, housing, and other complex care needs.

1.2.1.2. Advocate for students and their families, coordinate services, provide ongoing feedback to the System of Care, and emphasize the importance of assisting youth and families dealing with complex needs.

1.2.1.3. Be responsible to identify, screen, coordinate, and provide a Service Plan for students receiving services through the program in partnership with school personnel, family members, community service providers, and others as identified by the students.

2. SPECIAL CONDITIONS.

2.1. Compensation.

2.1.1. For the period August 1, 2018 through December 31, 2019, the Contractor shall be reimbursed the cost, not to exceed $60,182 for
services described in scope of work of this agreement. Invoice shall include the number of unique individuals who receive school based Care Coordination behavioral health services.

2.1.1.1. Training, travel, and supplies shall be limited to $3,000 during the agreement period.

2.1.2. Maximum allowable compensation under this Agreement for Professional Services shall not exceed $60,182.00.

2.1.3. County will not be compensated for any services performed outside of the Scope of Work.

2.1.4. Great Rivers shall issue payment of services rendered within thirty (30) days of receipt of billing.

2.1.5. County will only bill for services not otherwise paid for by other sources.

2.2. Effective Date.

This Agreement shall take effect on August 1, 2018.

2.3. Term and Termination.

This Agreement shall continue until December 31, 2019 subject to termination by either party upon thirty (30) days written notice to the other party.

3. GENERAL TERMS AND CONDITIONS.

3.1. Status of the Parties.

3.1.1. For purposes of this Agreement the County acknowledges that County is not an officer, employee, or agent of Great Rivers and that an independent contractor relationship will be created by this Agreement. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of Great Rivers. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of Great Rivers. The County shall indemnify and hold harmless Great Rivers from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County’s employees.

3.2. Responsibility and Insurance.

3.2.1. Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. Great Rivers and the County shall cooperate in the defense of tort lawsuits when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. Great Rivers and the County agree to notify the attorneys
of record in any tort lawsuit where both are parties if either Great Rivers or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

3.2.2. County certifies by signing this Agreement that the County is insured through a risk pool and shall pay for losses for which it is found liable.

3.2.3. This paragraph shall survive the completion, expiration and/or termination of this Agreement.

3.3. **Standard of Care.**

The County shall comply with all applicable professional standards of care in connection with any services rendered hereunder and shall perform services hereunder in a timely manner.

3.4. **Confidentiality.**

3.4.1. The County shall execute all confidentiality forms as may be required by Great Rivers or Washington DSHS policy to protect the privacy rights of Great Rivers’ clients.

3.4.2. The County and Great Rivers shall comply with all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information. Prior to the effective date of this Agreement, County shall sign the Great Rivers standard Businesses Associates Agreement which shall be attached to this Agreement.

3.5. **Non-Discrimination.**

During the performance of this Agreement, neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this Agreement.

3.6. **Debarment Certification.**

The County certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The County shall provide immediate written notice to Great Rivers if at any time the County learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. The County shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this
covered transaction, unless authorized by the federal department or agency with which this transaction originated. The County shall include the language and requirements of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3.7. Compliance with Applicable Law.

At all times during the term of this Agreement, the County and Great Rivers shall comply with all applicable federal, state, and local laws, regulations and rules, including but not limited to, non-discrimination laws and regulations.


County shall not assign this contract or any rights or duties hereunder to any County without first obtaining written consent of Great Rivers which consent shall not be unreasonably withheld.

3.9. Administration.

This Agreement shall be administered for Great Rivers by the Great Rivers Chief Project Manager.


Notice, when needed or required under this Agreement, shall be given as follows:

If to Great Rivers to: Marc Bollinger, Great Rivers CEO
Address: PO Box 1447
Chehalis, WA 98532
contract@greatriversbho.org

If to County to: Katie Lindstrom
300 Memorial Dr.
South Bend, WA 98586
kolen@co.pacific.wa.us

3.11. Entire Agreement.

This written Agreement constitutes the parties' entire integrated agreement.


No provision of this Agreement may be amended or modified except by a further written document signed by Great Rivers and the County.
3.13. **Severability.**

If a court of law determines any provision of this Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

3.14. **Applicable Law and Venue.**

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Agreement shall be Lewis County, Washington.
Approve the appointment of Marnie Schumacher at a rate of $60/hr and Denise Garoutte-Bell at a rate of $42/hr to the position of "casual" Nurse Practitioner II, both effective September 1, 2018, 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

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:

□ CONTINUED TO DATE: ___________________________ TIME: ___________________________

□ OTHER: __________________________________________

AGENDA ITEM#: 17

Initial: ___________________________ Date: ___________________________

Review  □ Clerk of the Board

□ Risk Mgmt  □ Legal Required

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health and Human Services

OFFICIAL NAME & TITLE: Mary Goelz, Director

PHONE / EXT: 2644

SIGNATURE: [Signature]

DATE: 8/14/18

NARRATIVE OF REQUEST

Request the Board accept the resignation of the following staff: Michelle Kemmer, Health and Human Services Manager effective August 28th, 2018 and Valerie Hooge, Human Services Program Specialist (Wellsping Coordinator), effective August 13, 2018. Both positions are included in the current budget and in the 2019 proposed budget, no supplemental will be needed.

Request the Board also approve the advertise, interview and hire for the following positions:

Health and Human Services Manager, 1.0 FTE, Grade 15, Step 1

Human Services Program Specialist, 1.0 FTE, Grade 13, Step 1.

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

Acknowledge resignation of Michelle Kemmer, Health & Human Services Manager-effective August 28, 2018 and from Valerie Hooge, Human Services Manager-effective August 13, 2018 and approve request to advertise for vacant positions, subject to adequate budget appropriations

Revised 8/2015

Exhibit A to Contract/Agreement/GrantReview Policy
AGENDA REQUEST FORM

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

BOCC ACTION: [ ] APPROVED [ ] DENIED

Agenda Item #: 18

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: County Fair

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Bill Monohan, Manager

PHONE / EXT:

SIGNATURE: ____________________ DATE: 8/21/2018

NARRATIVE OF REQUEST

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

Approve Concession Space Use Agreement with Ascending Adventures, LLC for the 2018 County Fair
PACIFIC COUNTY FAIR
CONCESSION SPACE USE AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of August 2018 by and between the
PACIFIC COUNTY FAIR, hereinafter referred to as the “FAIR” and

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Ascending Adventures, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PO Box 2618</td>
</tr>
<tr>
<td>Address and Phone Number</td>
<td>White Salmon, WA 98672</td>
</tr>
<tr>
<td></td>
<td>(360) 606-3803</td>
</tr>
<tr>
<td>Tax ID No.</td>
<td></td>
</tr>
<tr>
<td>Representatives Name &amp; Email</td>
<td>Dustin Ebaugh</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:dustinebaugh@gmail.com">dustinebaugh@gmail.com</a></td>
</tr>
</tbody>
</table>

Hereinafter referred to as the “LESSEE”

The FAIR, in consideration of the sum of $150 as a rental fee, plus 10% of total sales after sales tax and other considerations hereinafter leases to the LESSEE the following described space:

**SPACE NO.: Climbing Wall**

**DESCRIPTION OF PRODUCT:**
Mobile climbing wall, three levels of difficulty, easy, medium, and hard. A $100 bill is placed at the top of hard side for anyone that can grab it.

During the period of: August 22-25, 2018

User is limited to conducting and operating such a business and selling such articles as set forth below:

**THE FAIR SHALL**

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary structures which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until the close of the Fair that year.
2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.

3. Assure access by the LESSEE to the premises at all times during the Fair hours.

4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE. Use reasonable safeguards against fire, theft, water or storm.

5. Have a lien upon all property of LESSEE’S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals and for all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

THE LESSEE SHALL

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR.

2. **The 10% of total sales after sales tax must be paid in full at the close of the Fair and prior to removing any of LESSEE’s property from the Fair, unless prior arrangements have been made with the Fair Manager.**

3. Have its goods in place solely within its leased space. Property attendants must be present at the LESSEE’S leased space ready to commence business before the Fair begins each day. LESSEE must be open during all hours the Fair is open.

4. Purchase a minimum of one, four (4) day pass from the Fair Office before the opening day of the Fair.

5. Not use or have on the Fairgrounds any sound producing device without approval of the FAIR.

6. Agree to decorate leased space, furnish booth signs and to provide all extra carpentry work and material used. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.

7. Not sublet, subcontract, or assign any privilege or space without written consent of the FAIR.

8. Remove all temporary structures and other property from leased space within 48 hours after the closure of the Fair, or secure written permission from the FAIR for other arrangements. Failure to remove property within 48 hours following the closure of the fair, or per the written permission by the Fair, will be forfeited to the FAIR. Temporary structures or forfeited property may be disposed of and the cost, including labor and disposal fees, will be billed to the LESSEE, all as determined by the Fair Manager.
9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.

10. Abide by all terms of this contract and rules of the FAIR. If the LESSEE fails to comply with this provision, the FAIR may cancel this Agreement without reimbursement.

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

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

13. The LESSEE shall maintain and 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 LESSEE must name the PACIFIC COUNTY, PO Box 6, South Bend, WA 98586 as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that LESSEE’s liability insurance policy shall so state. The LESSEE 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.

LESSEE

Amusement Lessee

PACIFIC COUNTY

William H. Monohon, Fair Manager
CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JUNE 15, 2017 IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.

Please make checks payable to: THE PACIFIC COUNTY FAIR

Mail Contract and payments to:
Pacific County Fair
PO Box 142
Menlo, WA 98561
Phone: 360-942-3713
Fax: 360-942-3577
Email: bmonohon@co.pacific.wa

<table>
<thead>
<tr>
<th>SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT</th>
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<tbody>
<tr>
<td>Receipt No.</td>
</tr>
<tr>
<td>Booth Rental Fee Paid</td>
</tr>
<tr>
<td>$150.00</td>
</tr>
<tr>
<td>Fair Button(s) purchased</td>
</tr>
<tr>
<td>($10 per button)</td>
</tr>
<tr>
<td># of buttons</td>
</tr>
<tr>
<td>Parking Pass</td>
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<tr>
<td>($20 for duration of Fair)</td>
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<td>$</td>
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<tr>
<td>RV Camping Pass</td>
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<tr>
<td>($100 for duration of Fair)</td>
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<tr>
<td>Total Paid</td>
</tr>
<tr>
<td>$1500</td>
</tr>
<tr>
<td>Booth Number</td>
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Pacific County Fair
2018 Concession Space Use Agreement (1/17-Reviewed by Legal)
Approve the E911 County Basic Service Operating Contract SFY2018 #E19-031 with WA State Military Department and authorize Chair to sign
# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
CAMP MURRAY, WASHINGTON 98430-5122  

NEW FORM WILL REPLACE PREVIOUS FORMS

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>DATE SUBMITTED</th>
</tr>
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<tbody>
<tr>
<td><strong>PACIFIC COUNTY</strong></td>
<td><strong>8/13/2018</strong></td>
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<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY19 SECO County Basic Service Operations Contract</td>
<td>E19 - 031</td>
</tr>
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</table>

## 1. AUTHORIZING AUTHORITY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
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<tbody>
<tr>
<td></td>
<td>Lisa Olsen</td>
<td>Commissioner, Chair of the Board</td>
</tr>
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</table>

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
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<tr>
<td></td>
<td>Lisa Olsen</td>
<td>Commissioner, Chair of the Board</td>
</tr>
</tbody>
</table>

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Martindale Jr</td>
<td>Director/E911 Coordinator</td>
<td></td>
</tr>
</tbody>
</table>

Please complete form with any new contract or any time personnel changes.  
Submit one original to State E911 Office
### E911 COUNTY Basic Service Operating Contract SFY2019
#### CONTRACT FACE SHEET

<p>| | | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>4.</td>
<td>Contractor’s Contact Person, phone number: Tim Martindale Jr / 360.875.9340 <a href="mailto:tmartindale@co.pacific.wa.us">tmartindale@co.pacific.wa.us</a></td>
<td>5.</td>
</tr>
<tr>
<td>10.</td>
<td>Funding Authority: Washington State Military Department and State Enhanced 911 Funds</td>
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<tr>
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<tbody>
<tr>
<td>11.</td>
<td>Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66</td>
<td>12.</td>
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<tr>
<th></th>
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<th>17.</th>
<th>Women/Minority-Owned, State Certified? ☑ N/A ☐ NO ☑ YES, OMWBE #</th>
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</thead>
<tbody>
<tr>
<td>18.</td>
<td>Contract Type (check all that apply): Contract ☑ Grant ☐ Intergovernmental (RCW 39.34) ☐ Interagency ☐</td>
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<td></td>
<td>19.</td>
<td>Contract Type (check all that apply): Private Organization/Individual ☐ Public Organization/Jurisdiction ☐ Non-Profit ☐ For-Profit ☐</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Contractor Selection Process: ☑ “To all who apply &amp; qualify” ☐ Competitive Bidding ☐ Sole Source ☑ A/E RCW ☐ N/A ☐ Advertised? ☑ YES ☐ NO</td>
<td>21.</td>
<td>Contractor Type (check all that apply): VENDOR ☐ SUBRECIPIENT ☐ OTHER ☑</td>
<td></td>
<td></td>
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#### BRIEF DESCRIPTION:
This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursement amounts are detailed in the attached Budget Sheet (Attachment E).

#### IN WITNESS WHEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F) govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this contract, 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
(c) Special Terms and Conditions
(d) General Terms and Conditions, if attached, and
(e) any other provisions of the contract incorporated by reference.

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.

WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT: _Regan Anne Hesse, Chief Financial Officer_  
Washington State Military DEPARTMENT  
APPROVED AS TO FORM:  
Dawn C. Cortez, Assistant Attorney General  6/20/2018

FOR THE COUNTY: _Lisa Olsen, Chairman_  
Pacific County Board of Commissioners

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**E911 COUNTY BSO Contract**  
**Page 1 of 17**  
**Pacific COUNTY, E19-031**
SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:
The DEPARTMENT, through the SECO, coordinates and facilitates the implementation and operation of E911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY for eligible expenses from appropriated excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:
The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Tim Martindale, Jr</td>
</tr>
<tr>
<td>Title:</td>
<td>911 County Coordinator</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:tmartindale@co.pacific.wa.us">tmartindale@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>360.875.9340</td>
</tr>
</tbody>
</table>

III. ADMINISTRATIVE REQUIREMENTS:
The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:
Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";  

B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";

C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";

D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;

E. WAC 118-66-040 describes COUNTY eligibility for funding; and

F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:
A. Consistent with the statutes and regulations cited, this contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in
support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items. This contract contains two categories of eligible expenses: Statewide Services and Basic Service Operating as described below:

1. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:
   a. Coordinator Professional Development (CPD) including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, Coordinator Forums, State Supported training, and National Conference attendance;
   b. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits, and training;
   c. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
   d. Connection to the Emergency Services Internet Protocol Network (ESINet).
      1. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
      2. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
      3. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.

2. Basic Service Operating expenses are only reimbursed pursuant to this contract. Basic Service Operating expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66-050 and defined in the SECO Policies and set out in Section VII B of this contract. Basic Service Operating funding is only available when the COUNTY has:
   a. Imposed the maximum county enhanced 911 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
   b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
   c. Eligible enhanced 911 expenses as described in WAC 118-66.
   d. A 911 system that is completely enhanced for wireline and wireless E911 services.

B. Expenses.

1. General Reimbursement Requirements for the COUNTY:
   a. Contingent upon available funding, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
   b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, see Section VII D of this contract;
   c. In the event funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
   d. Funding is for use in primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII B of this contract;

2. Ineligible Items:
   Expenses not listed in WAC 118-66-050 (1), (2), and/or (3) and not directly associated with the operation of the E911 System are not eligible for state financial assistance or reimbursement under this contract.

3. Expense Documentation and Approval:
   a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization as set out in Section VII E below;
b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the 30th day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;

c. Expenses contained in Monthly Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by “Action Plans”, will not be reimbursed.

d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;

e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;

f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.

g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.

h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:
Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between July 1, 2018 and June 30, 2019, which is also known as the performance period. Work started prior to July 1, 2018 and/or not completed by June 30, 2019 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

A. Local Funding: The COUNTY warrants that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.

B. Use of Funding: The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget attached as Attachment E, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the SECO policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between July 1, 2018 and June 30, 2019.

C. Consolidation: If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of the COUNTY as the primary PSAP for all operations of enhanced 911 call-taking and call transfer of wireless call activities in a specific area designated by the county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as amended, available at [SECO Policies Link](#) and incorporated by reference:

- SECO Equipment Support Policy (PDF)
- SECO County Contract Policy (PDF)
- SECO County Regionalization Contract Policy (PDF)
- SECO Public Education Policy (PDF)
- SECO Statewide and Network & Telecom Services Support Policy (PDF)
- SECO Travel Policy (PDF)
- SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT’s Key Personnel:

<table>
<thead>
<tr>
<th>Financial Reports</th>
<th>#/Copies</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Expense Reports</td>
<td>1</td>
<td>No later than 30 days following the end of the month</td>
</tr>
<tr>
<td>Local Travel Policy/Procedures</td>
<td>1</td>
<td>30 days after signatures on this contract and then annually.</td>
</tr>
<tr>
<td>Mid-Year Budget Review</td>
<td>1</td>
<td>January 31, of each year</td>
</tr>
<tr>
<td>Time Audit Report</td>
<td>1</td>
<td>January 31, of each year</td>
</tr>
<tr>
<td>Training Certification(s)</td>
<td>1</td>
<td>June 30, of each year</td>
</tr>
<tr>
<td>Final Reimbursement Request</td>
<td>1</td>
<td>July 31, 2019</td>
</tr>
</tbody>
</table>

All contract work must not start prior to July 1, 2018 and must be delivered, installed/completed and accepted by June 30, 2019; although certain reports may be submitted by July 31, 2019 as described above. Final billing not received by July 31, 2019, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated E911 personnel to the following events:

- **Advisory Committee Meetings:** The COUNTY agrees to send the E911 Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than half of the scheduled Advisory Committee meetings per fiscal/contract year; and
- **Coordinator Forums:** The COUNTY agrees to send the E911 Coordinator or designee and additional appropriate E911 representatives to the October-Fall Forum, the March-Spring Forum and to the June-Summer Training Forum/Conference of each year; and
- **Public Education Training:** The COUNTY agrees to send the E911 Public Education Coordinator or appropriate E911 representative to attend the Public Education Forum and/or one Public Education training per fiscal/contract year in accordance with the Statement of Work (Attachment C).
- **Training Coordinator:** The COUNTY agrees to send the E911 Training Coordinator, or appropriate E911 representative, to attend the Training Coordinator Forum and/or one training per fiscal/contract year in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the basic service operating category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY with the project/statement of work/work plan (project) by providing state excise tax
funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY. The
DEPARTMENT accepts no responsibility to the COUNTY, or to any third party, other than as is
expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation and
maintenance of the project, as these phrases are applicable to this project, is solely that of the
COUNTY, as is responsibility for any claim or suit of any nature by any third party related in any
way to the project.

Prior to the start of any construction activity, the COUNTY shall ensure that all applicable Federal,
State, and local permits and clearances are obtained.

The COUNTY shall defend, at its own cost, any and all claims or suits at law or in equity, which may
be brought against the COUNTY in connection with the project. The COUNTY shall not look to the
DEPARTMENT, or to any state agency, or to any of their employees or agents, for any
performance, assistance, or any payment or indemnity, including but not limited to cost of defense
and/or attorneys’ fees, in connection with any claim or lawsuit brought by any third party related to
any design, development, construction, implementation, operation and/or maintenance of a project.

VIII. CONDITIONED UPON COUNTY’S FULFILLMENT OF ITS OBLIGATIONS ABOVE THE
DEPARTMENT AGREES TO THE FOLLOWING:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19),
satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the
maximum of $427,412 or actual cost, whichever is lower, pursuant to the schedule set out in the
SECO Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-
66.

B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail
and/or telephone call and will have five (5) working days to provide the requested information. If
information satisfactory to the DEPARTMENT has not been provided within that time, the expense in
question will be subtracted and the balance of approved eligible incurred expenses will be processed
for reimbursement.

C. Within available funds, to provide ESINet services to the COUNTY.
GENERAL TERMS & CONDITIONS

1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
   a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State E911 Coordination Office (SECO).
   b. "COUNTY" shall mean the Parties performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
   c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
   d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
   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 the DEPARTMENT is subject to RCW 42.56, the Public Records Act, and that records prepared, owned, used or retained by the DEPARTMENT 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. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY’S reports, including computer models and methodology for those models.
   c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes 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:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.

4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** (also referred to as the “ADA”) and its’ implementing regulations at 28 CFR Part 35. The COUNTY 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:** Except as provided in the section entitled “Recapture Provisions”, in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney’s fees and costs.

6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Records (RCW 42.56); and safety and health regulations. In the event of the COUNTY’S noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.

7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract.
   All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the COUNTY is allowed to reallocate funds within the basic service operations category as needed.
COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT: The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, 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 RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington, in their own right.

DISCLOSURE: The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.

DISPUTES: Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

GOVERNING LAW AND VENUE: This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.

HOLD HARMLESS: The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.

INSURANCE, INDUSTRIAL COVERAGE: Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any sub-contractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.

INSURANCE, GENERAL COVERAGE: The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.

LEGAL RELATIONS: To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

LIABILITY: To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an 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 contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.

18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend, terminate or renegotiate the Contract without cause under the “Termination” clause and without the thirty (30) day notice requirement.

19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, 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.

20) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

   a. Nondiscrimination in Employment: The COUNTY 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 COUNTY 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.

21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

   In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

22) **RECORDS, MONITORING AND AUDIT ACCESS:**

   a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY’s performance.

   b. To permit such monitoring, the COUNTY 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 Contract. 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 agreement.

   c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

   d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement 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 COUNTY’s records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

   e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
23) **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 which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors or sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

25) **TERMINATION:**
   a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY, its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
   b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT 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. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
   c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
   d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

28) **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 Contract 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 Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.
STATEMENT OF WORK  
E11 COUNTY CONTRACT – SFY2019  
July 1, 2018 – June 30, 2019

BASIC LEVEL OF OPERATING SERVICES

Maintenance Deliverables
1. The COUNTY will maintain the equipment per manufacturer’s published recommendations.
2. The COUNTY will complete and return to the department the equipment maintenance certification log  
(See Attachment F).

S4/CPD1 County Coordinator Salary
1. Operate and monitor the enhanced 911 system within the state, report 911 outages to the SECO, and 
act as designated point of contact for the SECO.
2. Advisory Committee (AC) attendance at 50% of scheduled AC meetings per fiscal/contract year. A 
preapproved designee may attend on behalf of the E911 Coordinator.
3. Coordinator Forum Attendance at all three (3) Coordinator forums per fiscal/contract year. A 
preapproved designee may attend on behalf of the E911 Coordinator.
4. Cooperate with and freely participate in monitoring or evaluation activities by the State E911 
Coordination Office (SECO) and State Auditor.
   a. Maintenance of records for six (6) years after grant closure.

S5/CPD4 MSAG/Mapping/GIS Coordinators
1. Maintenance of MSAG and ALI, according to NENA Standards (20-15; 71-501).
2. Maintenance of GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. During this contract period, each county will participate in any training and GIS dataset tests or QA/QC 
checks recommended by the E911 Advisory Committee and approved and/or required by the SECO.
4. By December 31, 2018 each county will ‘deliver to the SECO (or designated vendor) GIS datasets that 
includes the following data layers (road centerline, PSAP polygon, Law Enforcement Emergency Service 
Zone (ESZ), Fire ESZ, and EMD ESZ) as required in the Washington NG911 GIS Data Standards, with 
no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been 
synchronized to the ALI, at a 98% match rate.’ Though not required, at this time, the Site Structure 
Address Points (SSAP) layer is highly recommended. If SSAP layer is submitted, it must not contain 
any duplicate address points.’

S6/CPD4 IT Coordinator
1. Participate in the selection, installation and/or maintenance of the 911 equipment/software at the 
PSAP(s)
2. Submit training certification form, that IT personnel have received a minimum of 16-hours of training in 
support of systems used by 911.

S7/B6/CPD5 Call Receiver Salary/Benefits & Training
1. Submit Time Audits to validate 50% or more of the call receiver’s time.
2. Submit a training certification form and maintain detailed documentation that all 911 call receivers are 
provided with initial and a minimum of 24-hours of continuing training annually.

S8/CPD3 Public Ed Coordinator
1. Participate in the Public Education Coordinator forum and/or one Public Education training per 
fiscal/contract year.
2. Conduct various public 911 presentations to various audiences within the county.
3. Participation in state 911 Public Education campaigns

S9 Training Coordinator
1. Participate in the Training Coordinator Forum and/or one other training per fiscal/contract year.
SECO CONTRACT REIMBURSEMENT SCHEDULE
E911 COUNTY CONTRACT - SFY2019
July 1, 2018 – June 30, 2019

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO Public Education, SECO Travel, SECO Statewide and Network & Telecom Services Support, and SECO Salary and Benefits Summary.

To request approval for a designee to attend a contractually required meeting, receive public education materials and/or to attend training, send an email to the SECO E911 County Assistance Program Manager with details regarding your request.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) SECTION
This is statewide services that benefits all counties and do not require local revenue to be used prior to use or state reimbursement. The following are reimbursed through County and CPD contracts:

<table>
<thead>
<tr>
<th>ELIGIBLE ITEM</th>
<th>STATE REIMBURSEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advisory Committee Meeting Attendance</td>
<td>Advisory Committee (AC) Meetings: Travel reimbursement for the E911 County Coordinator or designee to attend all AC meetings. A substitute of a primary PSAP/911 employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf. The E911 County Coordinator or pre-approved designee must attend at least 50% of all AC meetings held per fiscal/contract year.</td>
</tr>
<tr>
<td>AC Subcommittee Meetings</td>
<td>AC Subcommittee Meetings: Subcommittee members (one person per county) are authorized travel reimbursement for subcommittee meeting attendance.</td>
</tr>
<tr>
<td>Coordinator Forum Attendance</td>
<td>Coordinator Forums: Travel reimbursement for the E911 County Coordinator and PSAP/911 employees to attend Coordinator Forums. A substitute of a primary PSAP/911 employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf.</td>
</tr>
<tr>
<td>SECO supported Attendance</td>
<td>SECO supported: Travel reimbursement for the E911 County Coordinator and/or a primary PSAP/911 employee to attend SECO supported training, meetings, and/or events. See: SECO Public Education Policy and SECO Travel Policy</td>
</tr>
<tr>
<td>CPD1</td>
<td>The E911 County Coordinator and/or a primary PSAP/911 employee is authorized up to $6,000 (per fiscal/contract year) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills. A substitute of a primary PSAP/911 employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf. For counties with a population of 1.5 million or more the authorized amount is doubled for an additional person to attend training $12,000 (per fiscal/contract year) See: SECO Travel Policy</td>
</tr>
<tr>
<td>E911 County Coordinator Training</td>
<td></td>
</tr>
<tr>
<td>CPD2</td>
<td></td>
</tr>
<tr>
<td>Public Education</td>
<td>Up to $5,000 (per fiscal/contract year) is authorized for expenses directly related to informing the public of the capabilities, limitations, and proper use of E911. Expenses for purchases and training must be pre-approved prior to purchase. Back-fill is not eligible under this line item. See: SECO Public Education Policy, SECO Travel Policy, SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------</td>
</tr>
</tbody>
</table>
| CPD4| 911 Technical Salaries/Benefits and Training     | Up to $13,500 (per fiscal/contract year) is authorized for salaries/benefits, training and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill is not eligible under this line item.  
  See: SECO Travel Policy, SECO Salaries & Benefits Summary |
| CPD 5| 911 Call Receiver Training                      | Total training funds shall be calculated at $500 (per fiscal/contract year) per full-time call receiver at the primary PSAP(s) with a cap not to exceed 30 call receivers per county. 
  See: SECO Travel Policy |
<p>| CPD6| NG911 Modernization                              | Costs related to modernization of the E911 System as authorized and pre-approved by the State E911 Coordinator.                                                                                             |
| CPD7| Interpretive Services                            | Costs incurred for use of interpretive services to facilitate 911 call taking.                                                                                                                               |</p>
<table>
<thead>
<tr>
<th>ELIGIBLE ITEM</th>
<th>STATE REIMBURSEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>S4 E911 County Coordinator – Salary</td>
<td>Salary/benefits calculated up to $63,807 (per fiscal/contract year). See: SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>S5 Master Street Address Guide (MSAG) &amp; Mapping/ GIS Coordination - Salary</td>
<td>Salary/benefits calculated up to $57,090 (per fiscal/contract year). MSAG and/or Mapping/GIS Coordinator must be someone other than E911 County Coordinator. Back fill is not eligible under this line item. See: SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>S6 E911 Information Technology (IT) - Salary</td>
<td>Salary/benefits calculated up to $27,014 (per fiscal/contract year) to support and maintain WAC-eligible E911 equipment. IT support must be a person other than the E911 County Coordinator. Back fill is not eligible under this line item. See: SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>S7 E911 Call Receiver Salaries and Benefits</td>
<td>Salary/benefits calculated up to $289,150 (per fiscal/contract year). Call Receivers are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared to answer 911 calls. See: SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>S8 E911 Public Education Coordinator – Salary</td>
<td>Salary/benefits calculated up to $7,273 (per fiscal/contract year) to assist with local public education activities. Public Education Coordinator must be a person other than the E911 County Coordinator. Back fill is not eligible under this line item. See: SECO Public Education Policy and SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>S9 E911 Training Coordinator – Salary</td>
<td>Salary/benefits calculated up to $7,273 (per fiscal/contract year) to assist with PSAP training. Training Coordinator must be a person other than the E911 County Coordinator. Back fill is not eligible under this line item. See: SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>B4 MSAG/Mapping/GIS - Training</td>
<td>Training calculated up to $5,000 (per fiscal/contract year). See: SECO Travel Policy</td>
</tr>
<tr>
<td>B5 E911 IT - Training</td>
<td>Training calculated up to $10,000 (per fiscal/contract year) to support WAC-eligible E911 equipment and must be pre-approved by the SECO. See: SECO Travel Policy</td>
</tr>
<tr>
<td>B6 Call Receiver Training</td>
<td>Total training funds calculated at $1,500 (per fiscal/contract year) per full-time Call Receiver at the primary PSAP and may also be used for salary of new call receiver, while enrolled in new hire internal/external training. Limited to $2,000 for each new hire. See: SECO Travel Policy and SECO Salaries &amp; Benefits Summary</td>
</tr>
<tr>
<td>B7 E911 Mapping Administration</td>
<td>Hardware, software, and services for the E911 Mapping/GIS /MSAG Coordinator to manage the mapping /MSAG data. Calculated up to $10,000 (per fiscal/contract year). See: SECO Equipment Support Policy</td>
</tr>
<tr>
<td>B12 Headsets for E911 Call Receivers</td>
<td>For purchase, maintenance, and replacement parts (including batteries). Headsets and accessories do not need prior approval to purchase. Calculated up to $2,000 per county (per fiscal/contract year).</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>B13</td>
<td>Destruction of E911 Records</td>
</tr>
<tr>
<td>B14</td>
<td>E911 County Coordinator Electronic Mail</td>
</tr>
<tr>
<td>S1.1</td>
<td>CPE /Telephone System Maintenance</td>
</tr>
<tr>
<td>S3.1</td>
<td>PSAP Mapping Maintenance</td>
</tr>
<tr>
<td>B1.1</td>
<td>UPS Maintenance</td>
</tr>
<tr>
<td>B8.1</td>
<td>Instant Call Check Maintenance</td>
</tr>
<tr>
<td>B10.1</td>
<td>E911 MIS Maintenance</td>
</tr>
<tr>
<td>B11.1</td>
<td>Call Detail Recorder or Printer Maintenance</td>
</tr>
<tr>
<td>C1.1</td>
<td>Logging Recorder Maintenance</td>
</tr>
<tr>
<td>C2.1</td>
<td>CAD System Maintenance</td>
</tr>
<tr>
<td>C3.1</td>
<td>Auxiliary Generator Maintenance</td>
</tr>
<tr>
<td>C4.1</td>
<td>Clock Synchronizer Maintenance</td>
</tr>
<tr>
<td>C5.1</td>
<td>Console Furniture Maintenance</td>
</tr>
</tbody>
</table>
# BUDGET SHEET

**E911 COUNTY CONTRACT – SFY2019**

July 1, 2018 – June 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>SFY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator Professional Development</td>
<td>$39,274</td>
</tr>
<tr>
<td>Basic Service Operating</td>
<td>$388,138</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT NOT TO EXCEED</strong></td>
<td><strong>$427,412</strong></td>
</tr>
</tbody>
</table>
EQUIPMENT MAINTENANCE CERTIFICATION LOG
E911 COUNTY CONTRACT – SFY2019
July 1, 2018 – June 30, 2 **PACIFIC COUNTY** certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Vendor/Inhouse</th>
<th>Vendor Name</th>
<th>Anticipated/Scheduled Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Premise Equipment (CPE)</td>
<td>Inhouse</td>
<td>Zetron</td>
<td>As Needed</td>
</tr>
<tr>
<td>PSAP Mapping</td>
<td>Inhouse</td>
<td>Spillman</td>
<td>Annually</td>
</tr>
<tr>
<td>Uninterruptible Power Supply (UPS)</td>
<td>Inhouse</td>
<td>Pacific County</td>
<td>As Needed</td>
</tr>
<tr>
<td>Instant Call Check</td>
<td>Inhouse</td>
<td>Avtec</td>
<td>As Needed</td>
</tr>
<tr>
<td>911 Management Information System (MIS)</td>
<td>Inhouse</td>
<td>Zetron</td>
<td>As Needed</td>
</tr>
<tr>
<td>Call Detail Recorder/Printer</td>
<td>Inhouse</td>
<td>Pacific County</td>
<td>As Needed</td>
</tr>
<tr>
<td>Logging Recorder</td>
<td>Vendor</td>
<td>Stancill</td>
<td>As Needed</td>
</tr>
<tr>
<td>Computer-Aided Dispatch System</td>
<td>Vendor</td>
<td>Spillman</td>
<td>January 2019</td>
</tr>
<tr>
<td>Auxiliary Generator</td>
<td>Inhouse</td>
<td>Pacific County</td>
<td>Annually</td>
</tr>
<tr>
<td>Clock Synchronizer</td>
<td>Vendor</td>
<td>Spectracom</td>
<td>As Needed</td>
</tr>
<tr>
<td>Call Receiver Console Furniture</td>
<td>Vendor</td>
<td>CCS</td>
<td>Annually</td>
</tr>
</tbody>
</table>

Signature (name and title)
AGENDA REQUEST FORM

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

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

Agenda Item #: 20
Initial: Date: 

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

DISTRIBUTION LIST:
- □ RF
- □ Assessor
- □ DPW
- □ NDC
- □ Superior Court
- □ CF
- □ Auditor
- □ EMA
- □ 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
PHONE / EXT: 

SIGNATURE: 
DATE: 8/16/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):
Approve appointment of Milli Morisette to the Human Services Advisory Board, effective immediately

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

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

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

<table>
<thead>
<tr>
<th>SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</th>
<th>REVIEW</th>
<th>Clerk of the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO ACTION TAKEN/WITHDRAWN</td>
<td>Risk Mgmt</td>
<td></td>
</tr>
<tr>
<td>CONTINUED TO DATE:</td>
<td>Legal Required</td>
<td></td>
</tr>
<tr>
<td>TIME:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OTHER:

DISTRIBUTION LIST:

<table>
<thead>
<tr>
<th>RF</th>
<th>Assessor</th>
<th>DPW</th>
<th>NDC</th>
<th>Superior Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>CF</td>
<td>Auditor</td>
<td>EMA</td>
<td>PACCOM</td>
<td>Treasurer</td>
</tr>
<tr>
<td>SEA</td>
<td>Clerk</td>
<td>Fair</td>
<td>Prosecutor</td>
<td>Veg Mgmt</td>
</tr>
<tr>
<td></td>
<td>Civil Service</td>
<td>Health</td>
<td>SDC</td>
<td>WSU Ext.</td>
</tr>
<tr>
<td></td>
<td>DCD</td>
<td>Juvenile</td>
<td>Sheriff</td>
<td>Other</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: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: [Signature]

DATE: 8/21/2018

NARRATIVE OF REQUEST

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

Accept resignation of Chuck (CJ) Poellnitz from the Fair Advisory Board
## Agenda Request Form

**Board of Pacific County Commissioners**  
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA  98586 Phone 360/875.9337 * Fax 360/875.9335

**AGENDA REQUEST FORM**

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>☑ APPROVED</th>
<th>☐ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ NO ACTION TAKEN/WITHDRAWN</td>
<td>☑ DEFERRED TO: 8/28/2018</td>
<td></td>
</tr>
<tr>
<td>☐ CONTINUED TO DATE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ OTHER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AGENDA ITEM REQUEST**

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

**DEPARTMENT/OFFICE:** General Administration  
**DIVISION (if applicable):** Lodging Tax

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

**SIGNATURE:** Amanda Bennett  
**DATE:** 8/7/2018

**NARRATIVE OF REQUEST**

On July 20, 2018 the Lodging Tax Advisory Committee held a public meeting to recommend funding for the Request for Proposal for Tourism Development. LTAC has recommended funding North Coast Food Web in the amount of $4,695 to incorporate Pacific County into their North Coast Farm Guide, Northwest Carriage Museum in the amount of $10,000 to further their scope of advertising, Pacific County Tourism Bureau in the amount of $75,000 to staff and implement a three-pronged strategic tourism growth plan and Pacific County Economic Development Council in the amount of $50,000 to implement Dispersed Active Recreation Tourism (DART). Following the recommendations, the EDC requested to amend their budget as it is more detailed and added a line for overhead administration costs. The amended budget does not affect the outcome of the plan, only how the funding is dispersed. I have included Budget #1 which is the original budget and Budget #2 is the proposed amended budget. Please find attached the Tourism Service Contracts for each organization.

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

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 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:

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>
</tr>
<tr>
<td>Consultant</td>
<td>Final DART Report/Hard copy of final DART Report</td>
<td>$ 7,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCEDC</td>
<td>Staff Time</td>
<td>$ 15,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCEDC</td>
<td>Social Media Class Prep, Advertisement, Recruitment</td>
<td>$ 4,000.00</td>
<td></td>
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<tr>
<td>PCEDC</td>
<td>Staff Travel</td>
<td>$ 1,000.00</td>
<td></td>
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<tr>
<td>TOTAL LTAC Funded</td>
<td></td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
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<tr>
<td>Activity /Components of project (Contractor's scope of work)</td>
<td>Deliverable</td>
<td>Grant Funded</td>
<td></td>
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<td>------------------------------------------------------------</td>
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<tr>
<td>Consultant</td>
<td>Steering Committee/Outreach Strategy</td>
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<tr>
<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>
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<td>Consultant</td>
<td>Report recommendations for RV Park/Campground</td>
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<td>Consultant</td>
<td>Final DART Report</td>
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<td>Staff Time</td>
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<td>Birding, cycling, other route &amp; corridor evaluation, document review/edit</td>
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<td>PCEDC</td>
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<tr>
<td>PCEDC</td>
<td>Staff Travel</td>
<td>$1,000.00</td>
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<tr>
<td>PCEDC</td>
<td>Admin- overhead, materials</td>
<td>$2,000.00</td>
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**TOTAL LTAC Funded**  
$50,000.00
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: General Administration
DIVISION (if applicable):

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

SIGNATURE: __________________ DATE: 8/13/2018

NARRATIVE OF REQUEST

On May 22, 2018, the Board of County Commissioners acted to approve the Facility Use Application from Warren Cowell for use of Morehead Park for private event on September 21-22, 2018. The group hosting this event have requested to extend the date by one day, holding it September 21-23, 2018.

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

Approve request from Warren Cowell to extend use of Morehead Park to include September 23, 2018
Adopt Resolution 2018-____ pertaining to the closure of Special Revenue Funds 101 (Fair), 121 (Extension Ed Program Fees) and 136 (Juvenile Court Expenses) and use of Special Revenue Funds 103 (Law Library) and 132 (Special Investigative).

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration
DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Pilanger, Management & Fiscal Analyst
PHONE / EXT: x2243
SIGNATURE: PTP
DATE: August 22, 2018

NARRATIVE OF REQUEST

Please consider adopting a resolution that addresses the following matters:

- The closure of Special Revenue Fund #101 (Fair);
- The closure of Special Revenue Fund #121 (Extension Ed Program Fees);
- The closure of Special Revenue Fund #136 (Juvenile Court Expense);
- The use of Special Revenue Fund #103 (Law Library);
- The use of Special Revenue Fund #132 (Special Investigative).

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

Adopt Resolution 2018-____ pertaining to the closure of Special Revenue Funds 101 (Fair), 121 (Extension Ed Program Fees) and 136 (Juvenile Court Expenses) and use of Special Revenue Funds 103 (Law Library) and 132 (Special Investigative).
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-_____

IN THE MATTER OF THE CLOSURE OF SPECIAL REVENUE FUND #101 (FAIR), SPECIAL REVENUE FUND #121 (EXTENSION ED PROGRAM FEES), AND SPECIAL REVENUE FUND #136 (JUVENILE COURT EXPENSE); AND THE USE OF SPECIAL REVENUE FUND #103 (LAW LIBRARY) AND SPECIAL REVENUE FUND #132 (SPECIAL INVESTIGATIVE)

WHEREAS, the Board of Pacific County Commissioners adopted Resolution No. 2015-001 on January 13, 2015 in the matter of incorporating certain special revenue funds into the current expense fund; and

WHEREAS, in accordance with Resolution No. 2015-001, the cash and investment balances at the opening of fiscal year 2015 were transferred from the following special revenue funds to the correlating fund/department(s) in the current expense fund as follows:

Special Revenue Fund #101: Fair
The balance of $8,296.23 was transferred to current expense fund #001.314 (Fair), bringing the final equities in fund #101 to $0.00
  • All cash/investments were received as revenue in fund #001.314 in fiscal year 2015, and thereafter utilized for expenditures related to the county fair

Special Revenue Fund #121: Extension Ed Program Fees
The balance of $648.91 was transferred to current expense fund #001.302 (Cooperative Extension Services), bringing the final equities in fund #121 to $0.00
  • All cash/investments were received as revenue in fund #001.302 in fiscal year 2015, and thereafter utilized for expenditures related to extension education services

Special Revenue Fund #132: Special Investigative
The balance of $120,501.54 was transferred to current expense fund #001.832 (Special Investigative), bringing the final equities in fund #132 to $0.00
  • All cash/investments were received as revenue in fund #001.832 in fiscal year 2015, and thereafter utilized for expenditures related to special investigative services

Special Revenue Fund #136: Juvenile Court Expense
The balance of $38.81 was transferred to current expense fund #001.610 (Juvenile Court Services), bringing the final equities in fund #136 to $0.00
  • All cash/investments were received as revenue in fund #001.610 in fiscal year 2015, and thereafter utilized for expenditures related to juvenile court services; and

Page 1 of 3
WHEREAS, since the cash/investment balances within special revenue fund #101 (Fair), special revenue fund #121 (Extension Ed Program Fees), and special revenue fund #136 (Juvenile Court Expense) all equal zero dollars and zero cents ($0.00), and since all scheduled activities directly related to these funds have been completed and no additional activity is expected therein, these three special revenue funds may therefore be closed within the Pacific County Treasury; and

WHEREAS, RCW 27.24.010 specifies that each county with a population of eight thousand or more shall have a county law library; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Pacific County to discontinue the use of current expense fund #001.603 for law library activities, and instead utilize special revenue fund #103 for all revenue and expenditure activities related to the Pacific County law library as specified in Chapter 27.24 RCW; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Pacific County to discontinue the use of current expense fund #001.832 for special investigative services performed by the Pacific County Sheriff’s Office, and instead utilize special revenue fund #132 for only those revenues and expenditures that fit within the parameters of said special revenue fund.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners that the Pacific County Auditor and Pacific County Treasurer are authorized to
close
the following special revenue funds within the County Treasury:

- Special Revenue Fund #101: Fair
- Special Revenue Fund #121: Extension Ed Program Fees
- Special Revenue Fund #136: Juvenile Court Expense; and

IT IS HEREBY FURTHER RESOLVED that Pacific County will discontinue the use of current expense fund #001.603 for law library activities specified in Chapter 27.24 RCW, and instead utilize special revenue fund #103 for all qualifying revenue and expenditure activities that fit within the parameters of said special revenue fund; and

IT IS HEREBY FURTHER RESOLVED that Pacific County will discontinue the use of current expense fund #001.832 for special investigative services performed by the Pacific County’s Sheriff’s Office, and instead utilize special revenue fund #132 for only those revenues and expenditures that fit within the parameters of said special revenue fund.
PASSED by the following vote this 28th day of August, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

_______ YEA; _______ NAY; _______ ABSTAIN; and _______ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chair

________________________________________
Frank Wolfe, Commissioner

ATTEST

________________________________________
Marie Guernsey, Clerk of the Board

________________________________________
Lisa Ayers, Commissioner
Adopt Resolution 2018-____ in the matter of allocating the interest and other income earned on the investment of a county's own funds and rescind Resolution 2018-015.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-_____

IN THE MATTER OF ALLOCATING THE INTEREST AND OTHER INCOME EARNED ON THE INVESTMENT OF A COUNTY’S OWN FUNDS

WHEREAS, the Board of County Commissioners previously adopted Resolution No. 2018-015 in the matter of sweeping interest and investment returns into the general (current expense) fund during their regularly-scheduled public meeting on Tuesday, April 24, 2018; and

WHEREAS, the Board feels it is necessary to repeal Resolution No. 2018-015 and replace it with this new resolution in order to incorporate language regarding the manner in which interest is collected when said interest is a result of an Interfund and/or Intergovernmental loan that has been authorized by a direct action of the Board of County Commissioners; and

WHEREAS, county legislative authorities have the power to direct the investment of county funds, and when they do so, the interest earned stays with the original fund; and

WHEREAS, if the legislative authority does not provide this direction, RCW 36.29.020 allows a county treasurer to allocate the interest and other income earned on the investment of a county’s own funds into the county general (current expense) fund; and

WHEREAS, the three statutes listed below are examples of a specific legislative intent which overrides the general authorization granted counties in RCW 36.29.020:
- RCW 73.08.080 – Veterans’ assistance fund;
- RCW 81.100.080 – High occupancy vehicle system fund;
- RCW 41.16.050 – Firefighters’ pension fund; and

WHEREAS, the statutes listed above are not meant to provide an exhaustive list of all revenues where the allocation of interest is restricted; and

WHEREAS, it is the county’s responsibility to carefully review the statutory language governing a particular revenue source to determine restrictions related to interest and other investment income; and

WHEREAS, upon review of the county’s various operating funds outside of current expense (special revenue funds no. 1**, debt service funds no. 2**, capital projects funds no. 3**, enterprise funds no. 4**, and internal service funds no. 5**), the county has determined that interest and investment returns may be swept into General (Current Expense) Fund No. 001 from all such funds, except in certain specific instances outlined hereafter in this resolution; and
WHEREAS, in the following specific instances, interest and investment returns may NOT be swept into General (Current Expense) Fund No. 001:

- Interest and investment returns collected as a result of any Interfund and/or Intergovernmental loan authorized by a direct action of the Board of County Commissioners shall remain within the original fund; and
- Interest and investment returns collected within Special Revenue Fund No. 105 (Veterans’ Relief) must remain in the veterans’ assistance fund per RCW 73.08.080; and
- Interest and investment returns collected as a result of a specific legislative intent which overrides the general authorization granted counties in RCW 36.29.020 shall remain with the original fund.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Resolution No. 2018-015 in the matter of sweeping interest and investment returns into the general (current expense) fund is hereby rescinded; and

IT IS HEREBY FURTHER RESOLVED that the Board of County Commissioners, in their capacity as the legislative authority of Pacific County, addresses the allocation of interest and other income earned on the investment of Pacific County’s own funds as follows:

- The Board directs that interest and investment returns collected as a result of any Interfund and/or Intergovernmental loan authorized by a direct action of the Board of County Commissioners shall remain within the original fund; and
- The Board directs that interest and investment returns collected in Special Revenue Fund No. 105 (Veterans’ Relief) must remain in the veterans’ assistance fund per RCW 73.08.080; and
- The Board directs that interest and investment returns collected as a result of a specific legislative intent which overrides the general authorization granted counties in RCW 36.29.020 shall remain with the original fund; and
- The Board foregoes directing the investment of county funds in all other allowable circumstances where specific exemptions do not apply, thereby allowing the Pacific County Treasurer to allocate said interest and other income earned on the investment of certain Pacific County funds into the Pacific County General (Current Expense) Fund No. 001 per RCW 36.29.020; and
- The Board foregoes directing the investment of county funds for any new special revenue funds (no. 1**), debt service funds (no. 2**), capital projects funds (no. 3**), enterprise funds (no. 4**), and internal service funds (no. 5**) created after the adoption of this resolution, thereby allowing the Pacific County Treasurer to allocate the interest and other income earned on the investment of certain Pacific County funds into General (Current Expense) Fund No. 001 per RCW 36.29.020, unless other exceptions apply; and
IT IS HEREBY FURTHER RESOLVED that the investment or deposit and disposition of the interest or other earnings therefrom authorized by this resolution shall not apply to such funds as may be prohibited by the state Constitution or the Revised Code of Washington from being so invested or deposited.

PASSED by the following vote this 28th day of August, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

______ YEA; ______ NAY; ______ ABSTAIN; and ______ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

______________________________
Lisa Olsen, Chair

______________________________
Frank Wolfe, Commissioner

ATTEST

______________________________
Marie Guernsey, Clerk of the Board

______________________________
Lisa Ayers, Commissioner
and rescind Resolution 2018-031 and rescind the Intergovernmental Agreement approved at your meeting of August 14, 2018 and approve the Intergovernmental Agreement with Drainage District #1 for a short term loan.
Name of Contractor: Pacific County Drainage District #1

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Intergovernmental Short Term Loan Agreement with Pacific County Drainage District #1

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

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

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

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

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

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

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

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

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

To be located at: short term loan agreement

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): $204,000

TOTAL TAX: EXPENDITURE FUND #: 197 XXX.XX.XX

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
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION NO. 2018-_______

IN THE MATTER OF ESTABLISHING A SHORT TERM INTERGOVERNMENTAL LOAN FROM COUNTY CUMULATIVE RESERVE FUND #197 TO PACIFIC COUNTY DRAINAGE DISTRICT #1 TO PROVIDE INTERIM CASH FLOW IN ANTICIPATION OF GRANT REVENUE, AND RESCINDING RESOLUTION 2018-031

WHEREAS, continued erosion impacting the entire north cove area has resulted in an imminent threat to property, homes, agricultural lands, and vital infrastructure such as roads, dikes and drainage systems,

WHEREAS, Pacific County Drainage District #1 provides services to manage drainage issues in the North Cove/Tokeland/Grayland area that can negatively impact private property owners, local infrastructure, and cranberry farms, a major industry in Pacific County, and

WHEREAS, Pacific County Drainage District has secured $483,000 in grant funds through the Pacific Conservation District to address ongoing erosion in the North Cove area, however the grant funds are only paid on a reimbursement basis creating a short term cash flow problem for the Drainage District, and

WHEREAS, this loan will only be made upon notification by the Pacific County Conservation District that other reasonable options for short term loan options for Drainage District #1 are not available, and the County’s Finance Committee has reviewed the request made by the DISTRICT for this loan, and has determined that this investment meets the "prudent person rule", and objectives of the Pacific County Investment Policy; and

WHEREAS, Pacific County Drainage District #1 has taxing authority to assure repayment of this short term loan should there be a problem with receipt of grant reimbursement, now therefore,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Pacific County Board of Commissioners authorizes a short term Intergovernmental Loan from County Cumulative Fund #197 to Pacific County Drainage District #1 to provide interim cash flow with the following conditions:

• Total loan amount- not to exceed $204,000; interest will be applied at 3% per annum.
• Accumulated principal and interest to be paid in full on or before December 31, 2018.

BE IT HEREBY FURTHER RESOLVED that the Treasurer is authorized to transfer said funds to Pacific County Drainage District #1 per the terms of the intergovernmental loan agreement.

BE IT HEREBY EVEN FURTHER RESOLVED that the Resolution 2018-031 authorizing the short term intergovernmental loan from County Internal Service Fund #522 (Equipment Rental and Revolving Fund) is hereby rescinded.

PASSED by the following vote this 28th day of August, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

____________________________________
Lisa Olsen, Chair

ATTEST:
____________________________________
Frank Wolfe, Commissioner
INTERGOVERNMENTAL AGREEMENT
FOR A SHORT TERM LOAN
Between
PACIFIC COUNTY, WASHINGTON
And
PACIFIC COUNTY DRAINAGE DISTRICT #1

This Intergovernmental Agreement, ("AGREEMENT") is made between Pacific County ("COUNTY"), and Pacific County Drainage District #1, ("DISTRICT").

WHEREAS, prior to final execution of this AGREEMENT, the COUNTY’s Finance Committee has reviewed the request made by the DISTRICT for this loan, and has determined that this investment meets the "prudent person rule", and objectives of the Pacific County Investment Policy; and

WHEREAS, due to receipt of grant revenue to address ongoing erosion in the North Cove area only being paid on a reimbursement basis, the DISTRICT will experience an intermittent cash flow shortage; and

WHEREAS, the DISTRICT has taxing authority to collect funds for repayment of this short term loan from its customers should project costs not be reimbursed by the grant as anticipated; and

WHEREAS, the COUNTY has passed Resolution No. 2018- _____ which authorizes a short term intergovernmental loans for the DISTRICT from the COUNTY'S Cumulative Reserve Fund #197, including a 3% annual interest rate;

NOW THEREFORE, IT IS HEREBY RESOLVED that the COUNTY authorizes a short term intergovernmental loan from the COUNTY's Cumulative Reserve Fund #197 in the following amount:

− A short term intergovernmental loan not to exceed $204,000 will be paid to the DISTRICT in a one-time transfer to be made by the Treasurer. The loan will be repaid in full (principal + interest) by December 31, 2018.

This loan is made subject to the following conditions:
• The term of loan will be as indicated above. This AGREEMENT and the performance of the parties hereto shall continue in effect through the 31st day of December, 2018 unless terms of loan are satisfied sooner.
• Interest will be applied at a rate of 3% per annum.
• The full faith, credit and resources of the DISTRICT are pledged irrevocably for the full payment of the short term intergovernmental loan until such time that the loan amount is paid in full.

BE IT EVEN FURTHER RESOLVED that the Treasurer will provide an invoice to the DISTRICT two months prior to the end date of the loan, and will receive loan payment(s) to be deposited in the County’s Cumulative Reserve Fund #197.
IN WITNESS WHEREOF, representatives of both the DISTRICT and the COUNTY executed this CONTRACT the date(s) so noted below.

PACIFIC COUNTY
DRAINAGE DISTRICT #1

David Cottrell, Chair Date

Lisa Olsen, Chair

APPROVED AS TO FORM

Prosecutor’s Office WSBA #

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST

Marie Guernsey Date
Clerk of the Board
AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

SIGNATURE: Kathy Spoor

DATE: 8/21/18

NARRATIVE OF REQUEST

Attached for your consideration is a contract with the Port of Chinook for the Recreational Boating Facility Redevelopment Project. This contract is for $35,000 to be used as matching funds for a RCO planning grant that is being submitted by the Port. The effective date of the contract is January 1, 2019. This project was recommended by PCOG for a 2019, short term, 09 Public Facilities, grant award.

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

Move to approve .09 contract for services in the amount of $35,000 with the Port of Chinook to be used as match for a grant to develop a comprehensive plan for redevelopment of the Port's recreational boating facility. subject to adequate budget appropriations.
Name of Contractor: Port of Chinook

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Contract for Services between Co and the Port of Chinook Recreational Boating Facility Redevelopment

☐ 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  ☑ Public Organization/Jurisdiction
☐ Non-Profit  ☐ Sub-Recipient
☐ State  ☐ Other
☐ Federal

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

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

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

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

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

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): $35,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? ☑ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☑ No

IN-KIND MATCH REQUIRED? ☐ Yes ☑ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☑ No

AMOUNT OF MATCHING FUNDS:

Revised 8/2015

Exhibit A to Resolution No. 2010-013

Page 2
CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF CHINOOK
RECREATIONAL BOATING FACILITY REDEVELOPMENT

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Port of Chinook, POB 307, Ilwaco, Washington (the “RECIPIENT”).

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

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

WHEREAS, the RECIPIENT’S Recreational Boating Facility Redevelopment Project is one phase of the Facility Redevelopment project that requires substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Recreational Boating Facility is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

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

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

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

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

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

WHEREAS, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to replacement of fueling facility equipment listed in Section 3. Scope of Work.
NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

   Up to thirty five thousand dollars ($35,000) for the time period January 1, 2019-December 14, 2019, has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’s expenses incurred specific to the recreational boating facility redevelopment project.

   Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only. **Final billing and reports must be received by the County on or before December 14, 2019. Any billings received after that date will not be honored.**

2. **USE OF FUNDS**

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

3. **SCOPE OF WORK**

   Funding shall only be used as matching funds for a RCO grant to develop a comprehensive plan for redevelopment of the recreational boating facility located at the Port of Chinook.

4. **PAYMENT PROVISIONS**

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

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

   A. Copy of Award Letter from RCO and invoice(s) demonstrating completion of Project specified in Section 3, Scope of Work with final reimbursement request

5. **CONTRACT PERIOD**

   The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2019. It will continue in effect through the 14th day of December 14, 2019, unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

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

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

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

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

7. RECAPTURE PROVISION

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

B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. NONDISCRIMINATION

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

9. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

10. EMPLOYMENT RELATIONSHIPS

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.
11. **INDUSTRIAL INSURANCE COVERAGE**

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

12. **INDEMNIFICATION/HOLD HARMLESS**

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

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

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

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **TERMINATION OF CONTRACT**

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

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

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

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this
CONTRACT or to exercise any right based upon breach thereof or the acceptance of any
performance during such breach shall not constitute a waiver of any right under this
CONTRACT.

17. **SEVERABILITY**

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

18. **DISPUTE RESOLUTION**

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

19. **GOVERNING LAW AND VENUE**

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

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

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

21. **ADMINISTRATION**

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

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

For the RECIPIENT: Guy Glenn, Manager
Port of Chinook
POB 307
Ilwaco, WA 98624
Telephone: (360) 642-3143
IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
Port of Chinook

Guy Glenn, Manager

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney’s Office  WSBA#
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

Agenda Item #: 28
Initial:  
Date:  

[ ] DEFERRED TO:  

CONTINUED TO DATE:  
TIME:  

OTHER:

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration
DIVISION (if applicable): .09 Public Facilities

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

SIGNATURE:  
DATE: 8/21/18

NARRATIVE OF REQUEST

Attached for your consideration is a .09 contract with the EDC for personnel costs related to targeted marketing. The total grant award recommended by POCG is for $24,000 that can be expended anytime over the course of three years beginning January 1, 2018.

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

Move to approve .09 contract for services in the amount of $24,000 for a three year period beginning January 1, 2019 with the Pacific County Economic Development Council for personnel costs related to targeted marketing, subject to adequate budget appropriations

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Pacific County Economic Development Council

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Contract for Services between Pac Co and the Pacific County Economic Development Council

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

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

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

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

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

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

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

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

To be located at: personnel costs for targeted marketing

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): $24,000

TOTAL TAX: EXPENDITURE FUND #: 126

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

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

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

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

Between
PACIFIC COUNTY, WASHINGTON
And
THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Pacific County Economic Development Council, 211 Commercial Street, Raymond, Washington, 98577 (the “RECIPIENT”).

WHEREAS, the RECIPIENT is eligible for funding for personnel expenditures through Public Facilities Improvement Fund 126 in accordance with Chapter 82.14.370(3)(a) RCW; and

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

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

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

WHEREAS, the COUNTY has the statutory authority under Chapter 82.14.370(3)(a) RCW to finance personnel in economic development offices; and

WHEREAS, the Pacific County Council of Governments has recommended that this expenditure be provided with public facility financial assistance from the COUNTY; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for personnel expenditures to perform services as listed in Section 3, Scope of Work.

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

1. FUNDING

   Up to twenty four thousand dollars ($24,000) has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’s personnel expenses incurred beginning January 1, 2019 through December 15, 2021. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only.
2. **USE OF FUNDS**

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

3. **SCOPE OF WORK**

   Funding shall only be used for personnel to complete the following:
   
   A. Continued presence in trade and economic development magazines for positive identification of Pacific County.
   
   B. Preparation of materials to promote Pacific County's economy through the Economic Vitality Index (EIV)
   
   C. Development and mailing of economic information (marketing tools) to prospective businesses
   
   D. Preparation of tourism brochures
   
   E. Prepare material and brochures for a Recreational Development Plan and the Raymond Center Project at the former Raymond Hotel site.

4. **PAYMENT PROVISIONS**

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

   As a provision for receiving funding, the RECIPIENT shall provide the following with every request for reimbursement:
   
   a) a copy of personnel time sheets evidencing hours worked
   
   b) Narrative regarding accomplishments for each item listed in Section 3, Scope of Work

6. **CONTRACT PERIOD**

   The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2019. It will continue in effect through the 15th day of December 2021 unless sooner terminated or extended as provided herein.

7. **EVALUATION AND MONITORING**

   A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

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

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

8. RECAPTURE PROVISION

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

B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney’s fees.

9. NONDISCRIMINATION

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

10. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

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

12. **INDUSTRIAL INSURANCE COVERAGE**

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

13. **INDEMNIFICATION/HOLD HARMLESS**

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

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

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

14. **ENTIRE CONTRACT**

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

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

16. **TERMINATION OF CONTRACT**

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

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

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

17. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

18. **SEVERABILITY**

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

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

20. **GOVERNING LAW AND VENUE**

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

21. **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.
22. **ADMINISTRATION**

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

For the COUNTY: Kathy Spoor, County Administrative Officer  
Dept. of General Administration  
P.O. Box 6  
South Bend, WA 98586-0006  
Telephone: 360/875-9334

For the RECIPIENT: Jim Sayce, Director  
Pacific County EDC  
211 Commercial Street  
Raymond, WA 98577  
Telephone: 360/875-9330

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

**RECIPIENT**  
Pacific County EDC

Jim Sayce  
Executive Director

**BOARD OF COUNTY COMMISSIONERS**  
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

**ATTEST:**  
Marie Guernsey, Clerk of the Board

**APPROVED AS TO FORM:**  
Prosecuting Attorney’s Office  
WSBA#
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#: 30
Initial: ____________________________  Date: ____________________________

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

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners  DIVISION (if applicable): Lease

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

SIGNATURE: ____________________________  DATE: 8/21/2018

NARRATIVE OF REQUEST

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

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

Approve Lease Agreement with Columbia River Bait Company as being the highest responsible bidder, for lease of County Parcel #’s 79001000207, #79001000211, #79001000264 and #79001000215 for a period of ten years at a rate of $__________ per year

Revised 8/2015  Exhibit A to Contract/Agreement/Grant Review Policy
AGREEMENT
FOR
LEASE OF PREMISES

THIS LEASE AGREEMENT is made this __________ day of ____________________, 2018, by and between the County of Pacific, a municipal corporation (“LESSOR”), and Columbia River Bait Company, a corporation organized under the laws of the State of Washington, authorized to do business in the State of Washington, (“LESSEE”), as and for a lease of certain premises hereinafter described in Exhibit A:

LESSOR, in consideration of the rent later specified to be paid by LESSEE, and the covenants and agreements later contained, by the LESSEE to be performed, hereby leases unto the LESSEE those certain premises in the City of South Bend, County of Pacific, State of Washington, described in Exhibit A, which Exhibit is attached and by this reference incorporated herein for all purposes as if here set forth at length.

Said lease of premises to the LESSEE shall be on the following terms and conditions:

1. TERM

   The term of this lease shall commence on the 11th day of September, 2018, and shall end on the 12th day of September, 2028.

2. RENTAL

   LESSEE agrees to pay to LESSOR as rent the yearly sum as follows:

   (to be determined)

   Commencing upon execution of this lease, with the first yearly rental payment due upon execution of the lease, and sum as specified above due on the 11th day of September of each and every consecutive calendar year thereafter until the termination of this lease, without delay, deduction, or default. LESSOR will provide LESSEE with an annual invoice for payment.

   Rental payments should be made payable to the Pacific County Treasurer’s Office, P.O. Box 98, South Bend, WA 98586.

3. PURPOSE

   The leased premises shall be used for lawful purposes consistent with the current use of the property and for no other purpose without the written consent of the LESSOR being first obtained.

   The current use of the property is an oyster shell stockpile and will be expanded to include temporary storage of maintenance dredging spoils.
4. **ALTERATIONS**

No alterations to the leased premises or other appurtenances shall be made by the LESSEE without the written consent of LESSOR.

All alterations, additions, and improvements made by LESSEE shall, unless otherwise provided by written agreement, be the property of the LESSOR and remain and be surrendered with the leased premises. LESSEE waives all claim for damages to or loss of any property belonging to the LESSEE that may be in or upon the leased premises.

In addition, LESSEE shall remove all oyster shells upon termination of the lease, AND dredging spoils must be removed in their entirety each year.

5. **TAXES**

LESSEE shall pay all taxes that are levied and assessed upon any personal property, fixtures, and improvements belonging to LESSEE and located in or upon the leased premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

LESSEE shall also be responsible for paying lease hold excise tax on amount of lease.

6. **REPAIRS AND MAINTENANCE**

LESSEE represents that LESSEE has inspected and examined the leased premises and accepts them in their present condition, and agrees that LESSOR shall not be required to make any improvements or repairs upon the leased premises or any part of them; LESSEE agrees to make all improvements and repairs at LESSEE’S sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term of this lease, and upon expiration of this lease, or at any sooner termination, the LESSEE will quit and surrender possession of the premises peaceably and in as good an order and condition as the premises were at the commencement of the original lease term, dated ______________, reasonable wear, tear, and damage by the elements excepted. LESSEE further agrees to lease the premises free from all nuisance and dangerous and defective conditions.

7. **ASSIGNMENT AND SUB-LETTING**

LESSEE shall not assign, transfer, sub-lease, pledge, surrender, or otherwise encumber or dispose of this lease or any estate created by this lease, or any interest in any portion of the leased premises, or permit any other person or persons, company or corporation to occupy the leased premises, without first obtaining authorization by resolution of the Board of County Commissioners with the consent of two board members of the LESSOR.
8. INDEMNIFICATION AND HOLD HARMLESS

A. Indemnification by Lessee. To the fullest extent permitted by law, the LESSEE 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 LESSEE, its employees, agents or volunteers or LESSEE’s subLessees 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 LESSEE’S or its subLessees’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the LESSEE 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 LESSEE shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen’s compensation act, disability benefit act or other employee benefit act, and the LESSEE hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the LESSEE are a material inducement to COUNTY to enter into the Contract, are reflected in the LESSEE’s compensation, and have been mutually negotiated by the parties.

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

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

9. INSURANCE

Without limiting the LESSEE’S indemnification of COUNTY, and prior to commencement of this Contract, LESSEE 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. LESSEE shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
B. **Workers’ Compensation Insurance.** LESSEE shall, at its own expense, maintain Workers’ Compensation Insurance (statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

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

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

10. **ATTORNEY’S FEES/COST OF SUIT AND VENUE**

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

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

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

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

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

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

11. TERMINATION BY LESSOR

LESSOR may terminate this lease at any time it shall be determined that public necessity and convenience require it to do so, by serving upon the LESSEE in the manner subsequently provided, a written notice of its election so to terminate, which notice shall be served at lease ninety (90) days prior to the date in the notice named for such termination.

12. SIGNS

LESSEE shall not erect, install, operate, nor cause nor permit to be erected, installed, or operated in or upon the leased premises, any signs or other similar advertising devices without first having obtained the LESSOR’S written consent thereto.

13. DEFAULT

If any one or more of the following events shall occur and be continuing, it is here defined as and declared to constitute an “event of default” or “default” under this lease:

A. default in the due and punctual payment of the basic rent or additional rent; or

B. default in the due observance of performance of any other covenant, agreement, obligation or provision of this lease agreement on the LESSEE’S part to be observed or performed, and such default shall continue for thirty days after the LESSOR has given the LESSEE written notice specifying the default (or such longer period as shall be reasonably required to cure the default; provided that

(i) the LESSEE has commenced the cure within thirty (30) day period, and
(ii) the LESSEE diligently prosecutes the cure to completion.

If any event of default shall have occurred and be continuing, then the LESSOR may, at the LESSOR’S election, then or anytime afterward, and while the default shall continue, take any one or more of the following actions:

C. give the LESSEE written notice of intention to terminate this lease on a specified date, which date shall not be earlier than thirty days after the notice is given, and if all defaults have not then been cured, on the date so specified, the LESSEES’S right to possession of the leased premises shall cease and this lease shall be terminated, and the LESSOR may re-enter and take possession of the leased premises; or
D. without terminating this lease, re-enter the leased premises or take possession of them pursuant to legal proceedings or pursuant to any notice provided for by law or provided for herein, and having elected to re-enter or take possession of the leased premises without terminating this lease, the LESSOR shall use reasonable diligence to re-let the premises, or parts of it, for such term or terms and at such rental and upon such other terms and conditions as the LESSOR may deem advisable, with the right to make alterations and repairs to the leased premises, and no such re-entry or taking of possession of the leased premises by the LESSOR shall be construed as an election of the LESSOR’S part to terminate this lease, and no such re-entry or taking of possession of the leased premises by the LESSOR shall relieve the LESSEE of its obligation to pay rent (at the time or times provided herein), or of any of its other obligations under this lease, all of which shall survive such re-entry or taking of possession. The Lessee shall continue to pay the rent provided for in this lease until the end of the lease term, whether or not the leased premises shall have been re-let, less the net proceeds, if any, of any re-letting of the leased premises after deducting all of the LESSOR’S reasonable expenses in or in connection with such re-letting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for re-letting. Having elected to re-enter or take possession of the leased premises without terminating this lease, the LESSOR may (subject, however, to any restrictions against termination of this lease contained hereinabove) by notice to the LESSEE given at anytime afterwards while the LESSEE is in default in the payment of rent or in the performance of any other obligation under this lease, elect to terminate this lease on a date to be specified in such notice, which date shall not be earlier than thirty days after re-entry under above. The LESSEE shall return the premises to its original condition and the cost of removing the oyster shells and the dredging tailings will be levied against the LESSEE if the LESSOR elects to re-enter and relet prior to termination;

E. if all defaults shall not have then been cured, on the date so specified this lease shall be terminated. If, in accordance with any of the foregoing provisions of this article, the LESSOR shall have the right to elect to re-enter and take possession of the leased premises, the LESSOR may enter and expel the LESSEE and those claiming through or under the LESSEE and remove the property and effects of both or either without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. The LESSOR may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and later to appear necessary or desirable to collect rent then due and later to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the LESSEE under this lease.

14. HOLDING OVER

In the event the LESSEE shall hold over and remain in possession of leased premises with the consent of LESSOR, that holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained here.
15. NOTICES

Any notices that are required here, or which either LESSOR or LESSEE may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

LESSEE: Columbia River Bait Company
270 Parpala Road
Naselle, WA 98638-8609

LESSOR: Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586

16. WAIVER

Waiver by LESSOR of any default in performance by LESSEE of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

17. COMPLAINECE WITH LAWS

LESSEE agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the leased premises and their use. Any violation and associated fines or sanctions of such are the sole responsibility of the LESSEE.

18. LESSOR MAY ENTER

LESSEE agrees that LESSOR, its agents or employees, may enter upon the leased premises at anytime during the term of this lease agreement or any extension of this lease, for the purpose of inspection, taking of measurements, and doing similar work necessary for the preparation of plans for construction of buildings or improvements on or near the leased premises, with the understanding that such work will be performed in such a manner as to cause a minimum of interference with the use of the leased premises by the LESSEE.

19. SUCCESSORS IN INTERST

All of the terms, covenants, and conditions contained herein shall continue, and be binding upon all successors in interest of the LESSEE.

20. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the LESSEE are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the LESSEE agrees to make them promptly available to the COUNTY. If the LESSEE 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 LESSEE 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 LESSEE 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 LESSEE (a) of the request and (b) of the date that such information will be released to the requester unless the LESSEE obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the LESSEE 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 LESSEE to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the LESSEE for releasing records not clearly identified by the LESSEE as confidential or proprietary. The COUNTY shall not be liable to the LESSEE for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

LESSEE 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 LESSEE relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

IN WITNESS WHEREOF, the parties to this lease agreement do hereby execute this lease agreement by affixing their signatures herein below, on the date first hereinabove mentioned.

COLUMBIA RIVER BAIT COMPANY
NASELLE, WASHINGTON
LESSEE

Kraai McClure  Date  Lisa Olsen, Chair
Owner

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

Prosecutor’s Office  WSBA#  Marie Guernsey
ATTEST:

Clerk of the Board
EXHIBIT A

County Parcel #79001000207
Legal description: OYSTER BED B, BED 207

County Parcel #79001000211
Legal description: OYSTER BED B, BED 211

County Parcel #79001000264
Legal description: OYSTER BED B, BED 264

County Parcel #79001000215
Legal description: OYSTER BED B, BEDS 215 & 216
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  ☐ PAC.COM  ☐ 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): Franchise

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

PHONE / EXT:

SIGNATURE: ____________________________

DATE: 8/21/2018

NARRATIVE OF REQUEST

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

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

Adopt Resolution 2018—____ granting Non-Exclusive Franchise No. 2018—____ to US Fish & Wildlife for a period of ten years to construct, maintain and operate a 3" water line on or along the county roads, right of ways, and other County property located within Pacific County

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2018-__________

FRANCHISE NO. 2018-__________

A RESOLUTION GRANTING A NON-EXCLUSIVE FRANCHISE TO THE US FISH & WILDLIFE TO USE COUNTY ROADS, RIGHTS-OF-WAY AND OTHER COUNTY PROPERTIES WITHIN PACIFIC COUNTY, WASHINGTON

In the granting of a non-exclusive franchise to use County roads, rights-of-way and other County properties within Pacific County, the Board of Pacific County Commissioners has reviewed State statute and County policy and procedure and finds the following facts:

1. A complete application was received on July 10, 2018, from US Fish & Wildlife (GRANTEE) requesting a non-exclusive franchise to construct, maintain and operate a 3" water line on or along the county roads, right of ways, and other County property located within Pacific County.

2. RCW Chapter 36.55 provides that Pacific County has authority to grant a non-exclusive franchise on County roads, rights-of-way and other County property and stipulates requirements that must be met prior to granting a non-exclusive franchise.

4. Pacific County Ordinance No. 30A provides necessary rules for protecting the public interest and investment in facilities.

5. The Board of Pacific County Commissioners has conducted a public hearing to consider the merits of this application and to receive public comments regarding the advisability of granting a non-exclusive franchise to the applicant. The Board finds that granting the franchise is in the public interest.

6. The Board of Pacific County Commissioners has provided public notice and posting in accordance with State law.

IT IS HEREBY RESOLVED that a non-exclusive franchise is granted to US Fish & Wildlife for a period of ten (10) years from the date of this Resolution, to construct, maintain and operate a 3" water line on or along the county roads, right of ways, and other County property located within Pacific County, further described in Attachment A.

This non-exclusive franchise is granted upon the following expressed Terms and Conditions:

A. The said GRANTEE, its successors and assigns, shall have the right to enter only upon the above described county rights of way for the purpose of constructing its facilities and for operating, maintaining, repairing and using those facilities.
B. The terms and conditions of Pacific County Ordinance No. 30A, an ordinance prescribing terms and conditions for franchise agreements granted by Pacific County, are incorporated herein by reference and made a part of this Resolution. The GRANTEE, for itself, its successors and/or assigns, expressly agrees that it will strictly comply with the requirements of this ordinance and any amendments thereto. The GRANTEE understands and acknowledges that the ordinance requires it to obtain a permit from the County Engineer before doing work under this non-exclusive franchise.

C. The GRANTEE shall submit a facility plan to the Pacific County Department of Public Works prior to beginning any work for review of all new proposed facilities exclusive of all service connections and appurtenances. Construction permits will be granted upon the determination that the facility plan complies with relevant land use requirements.

D. The GRANTEE shall commence construction work under this non-exclusive franchise only after the effective date hereof, and after first securing necessary approvals and permits from the Pacific County Department of Community Development, the Department of Public Works and any other environmental permits needed and securing a locate from other utilities in the area.

E. The US Fish & Wildlife shall respond to requests to locate that Pacific County Public Works makes pursuant to Chapter 19.122 RCW even though the request is outside the 10-day period before digging of RCW 19.122.030(2). This allows the County Public Works Department to locate adjacent underground utilities during the planning phase, when such location is most efficient.

F. US Fish & Wildlife shall obtain, provide and maintain during the term of this Franchise Agreement policies or insurance of the type and amounts described below and in a form satisfactory to the County.

1) **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

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

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

US Fish & Wildlife must name the COUNTY as an additional insured. *The US Fish & Wildlife* agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that their liability insurance policy shall so state.

**F.** The full acceptance of this non-exclusive franchise and all its terms and conditions is a condition precedent to its taking effect, and unless the non-exclusive franchise is fully accepted by the GRANTEE in writing and filed with the Clerk of the Board of County Commissioners of Pacific County within thirty (30) days of today's date, this grant shall be null and void.

PASSED by the Board of Pacific 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 this ______ day of ____________________, 2018.

____ YEA; ______ NAY; ______ ABSTAIN; and _____ ABSENT.

PACIFIC COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner
ACCEPTANCE OF FRANCHISE

The US Fish & Wildlife hereby accepts the terms and conditions imposed by Pacific County Franchise Ordinance No. 30A and Resolution No. 2018-_______ and Franchise No. 2018-______.

DATED this __________ day of ___________________, 2018.

US Fish & Wildlife

________________________________________
Please print name

________________________________________
Signature

________________________________________
Title

________________________________________
Address

________________________________________
City & State Zip

________________________________________
Phone #

________________________________________
Email Address

Date Acceptance received by Board of Pacific County Commissioners: ____________________

________________________________________
Marie Guernsey, Clerk of the Board
NON-EXCLUSIVE FRANCHISE
APPLICATION

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

RE: NON-EXCLUSIVE FRANCHISE

Honorable Commissioners:

The undersigned, hereby make application with the enclosed application fee of $520 for a non-exclusive franchise to construct, maintain and operate the following:

Install 1.5 miles of 3" water line (with booster pump station) from last connection point on 67th place (Bishop Residence) of the City of Long Beach Water system to the Us Fish and Wildlife Reikkola Site.

...on or along the county roads, right of ways, and other County property located in the hereinafter enumerated sections. Maps showing the area are attached for your reference.

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The undersigned respectfully requests the Board to have posted and published, the necessary notices and schedule of public hearing on this application.

I hereby certify that I have prepared this application and that, to the best of my knowledge, the information provided is a complete, accurate and true representation. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of franchise application approval and applicable ordinances or resolutions.

I agree to provide any and all additional information required and understand that if the scope of the proposed application changes significantly during the review process, that a new application may be required.

DATED this 5 _______ day of July, ________, 2018.

Gary Glassing, PE
Name

Project Manager
Title

Signature

[Stamp: RECEIVED
PACIFIC COUNTY
JUL 01 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS]