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

Tuesday, September 11, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

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

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve regular meeting minutes of August 14 and 28, 2018
B) Approve Rainbow Valley Landfill Claims Vouchers
   PUD No. 2 - $39.99
   Department of Ecology - $128
   Royal Heights Transfer Station, Inc. - $461.16
   City of Raymond - $370

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

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

Pacific County is an Equal Opportunity Employer and Provider
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, August 14, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Dotsi Graves, Fair & Parks Manager
Bill Monohon, Fair Manager
Scott McDougall, Emergency Management Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

William Lindsley

CONSENT AGENDA

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

Approve regular meeting minutes of July 24, 2018

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

CONTINUED PUBLIC HEARING

At approximately 9:02AM, Chair Olsen opened the continued public hearing to
consider adoption of Ordinance No. 9 pertaining to Public Nuisances. The
draft ordinance was made available to those in attendance.

William Lindsley was sworn in and spoke regarding the draft public
nuisance ordinance.
Chair Olsen closed the public hearing.

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

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

There being no further business to come before the Board the meeting was closed at approximately 9:07AM.

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

___________________________________________
Lisa Olsen, Chair

ATTEST:

___________________________________________
Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

___________________________________________
Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, August 28, 2018 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Tim Martindale, E911 Coordinator
Mary Goelz, Health & Human Services Director
Wendy Hamlin, Administrative Assistant II
Josh Klus, Administrative Assistant I
Leah Heintz, Public Health Nurse

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Daryl Buchanan
Two others

There being no business to come before the Board the meeting was closed at approximately 9:02AM.

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:
Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

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

VOUCHER # 2018-030  
APPROVAL DATE 9/11/2018

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
<td>9/27/18</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
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<td>41</td>
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</tbody>
</table>

TOTAL 39.99

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

[Signature]  
Title

Pres.  
Date 9/4/18

Reviewed by:

[Signature]  
Title

COB  
Date 9/4/18

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

[Signature]  
Title

Chairperson, Local Board of Health  
Pacific County, Washington

Date 9/5/18

SEP - 4 2018

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS
PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY

Account Number 19983
Statement Date 08/27/2018

Billing Summary

Previous Balance 38.83
Payment Received 08/13/18 38.83 CR
Balance Forward 0.00
Current Charges Due By 09/20/18 39.99
Total Due 39.99

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

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

Meter Reading Details
Meter A34390
Current KWH Reading 08/18/18 94201
Previous KWH Reading 07/15/18 94050
Total KWH Usage 151
Days Served 34

Detail of Charges
151 kWh x 0.072800 10.99
Elec Basic Charge 29.00
Total This Service 39.99

Usage
Aug 18 155
Sep 18 130
Oct 18 127
Nov 18 196
Dec 18 215
Jan 18 302
Feb 18 484
Mar 18 313
Apr 18 270
May 18 255
Jun 18 194
Jul 18 135
Aug 18 151

Avg/Day
4 5 5 6 7 10 15 12 9 9 6 5 4

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY

STATE

ZIP

LOCATION PHONE NUMBER

OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

LARRY BALE

DBA RAINBOW VALLEY LANDFILL

114 AIRPORT RD

RAYMOND WA 98577-9233

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

0000019983
Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Dept. of Ecology
CASHIERING UNIT
PO Box 47611
Olympia, WA 98504-7611

Vendor # Date
9/11/2018

Reference No. 2 Purchase Order Number

Instructions:
1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
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<th>Amount</th>
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<td></td>
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<td>Permit Fee 2014</td>
<td>660</td>
<td>000</td>
<td>537</td>
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<td>41</td>
<td>128.00</td>
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<td>57006049</td>
<td></td>
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</tbody>
</table>

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

L. Boyle
Pres.
9/4/18

Reviewed by:

Marie Guernsey
9/4/2018

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

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

DATE
SEP - 4 2018

RECEIVED
PACIFIC COUNTY
BOARD OF TRUSTEES
Mail Date: August 27, 2018

DEPARTMENT OF ECOLOGY
State of Washington

Permit Number: ST0006049
ATTN: LARRY BALE

RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577

FY 2019 Fee Invoice
Water Quality Program
Solid Waste Sites

FY 2019 Fee Invoice  $128.00
FY 2019 Invoiced Amount  $128.00
Remaining Credit  $0.00
Total Due  $128.00

<table>
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<tr>
<th>Fiscal Year</th>
<th>Billed</th>
<th>Paid</th>
<th>Due</th>
<th>Due Date</th>
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<td>FY19</td>
<td>$128.00</td>
<td>$0.00</td>
<td>$128.00</td>
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</table>

This invoice covers Fiscal Year 2019 (July 1, 2018 through June 30, 2019).

ECOLOGY DOES NOT PRORATE FEE FOR PERMIT TERMINATIONS. Ecology will no longer assess an annual fee once Ecology terminates permit coverage. However, the full annual amount is owed for the current fiscal year regardless of the permit termination date within that fiscal year.

Please send check or money order in US currency payable to

WASHINGTON STATE DEPARTMENT OF ECOLOGY

(DO NOT SEND CASH)

Mail the payment with the payment voucher / coupon to:

Washington State Department of Ecology
Cashiering Unit
PO BOX 47611
Olympia, WA 98504-7611

Questions? Direct questions regarding the permit fee assessment to the Water Quality Fee Unit at (800) 633-6193 /Option 2 or via email at wqfee_unit@ecy.wa.gov

-------------Detach and return this payment voucher with your check or money order.------------------

Water Quality Program
Solid Waste Sites

<table>
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<tr>
<th>Invoice Number</th>
<th>Total Amount Due</th>
<th>Coding</th>
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<tr>
<td>2019-ST0006049</td>
<td>$128.00</td>
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Mail payment to
Washington State Department of Ecology
Cashiering Unit
PO BOX 47611
Olympia, WA 98504-7611
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

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

VOUCHER #  2018-032  
APPROVAL DATE  9/11/2018

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

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
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<td>5481</td>
<td>9/4/18</td>
<td>Leachate Transport</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>461.16</td>
</tr>
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TOTAL  461.16

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

[Signature]  
Date  9/4/18

Reviewed by:

[Signature]  
Date  9/4/2018

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

[Signature]  
Date  9/5/18

Chairperson, Local Board of Health  
Pacific County, Washington

SEP - 4 2018

RECEIVED PACIFIC COUNTY
GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
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<th>AMOUNT</th>
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<td>8/31/2018</td>
<td>36,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @ $12.81/1000</td>
<td>461.16</td>
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Balance Due $461.16
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<td>31</td>
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</table>

**total gallons** 36000

**TOTAL** $461.16
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-033
APPROVAL DATE 9/11/2018

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

<table>
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<th>Invoice #</th>
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<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Sub</th>
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<td>103</td>
<td>8/16/18</td>
<td>LEACHATE DISPOSAL</td>
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<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>370.00</td>
</tr>
</tbody>
</table>

TOTAL 370.00

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

Lany Bryce  PRES.  9/4/18

Reviewed by:

[Signature]
Date 9/4/18

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

Lori R. Olsen  Chairperson, Local Board of Health
Pacific County, Washington  9/5/19
<table>
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<th>Qty</th>
<th>Description</th>
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<td>ROAD MAINTENANCE</td>
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SubTotal: $370.00
Shipping & Handling Taxes: State $0.00

Total: $370.00

Payment Details
- [ ] Cash
- [X] Check
- [ ] Credit Card

Name: __________________________
CC #: __________________________
Expires: ________________________

Office Use Only

THANK YOU FOR YOUR BUSINESS!
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, September 11, 2018
9:00AM
or as soon thereafter as possible
The Board of County Commissioners meeting will be called
to order following the business of the Local Board of Health

AGENDA

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-6)

Health & Human Services Department
1) Approve Amendment #10 to Contract #2011-13 DFC BBBS with Big Brothers Big Sisters of SW Washington

Boards and Commissions
2) Approve the reappointment of John Bageant and Ron Black to the Veterans Advisory Board

General Business
3) Confirm transfer of computer workstation from Clerk’s Office to Computer Services and rescind motion of August 28, 2018
4) Confirm letter of support for the City of Montesano
5) Approve regular meeting minutes of August 14 and 28, 2018
6) Approve Vendor Claims; Warrants Numbered 143383 thru 143423 in the amount of $32,767.37

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
7) Consider approval of Contract, Performance & Payment Bonds and Insurance from Naselle Rock and Asphalt pertaining to the Upper Naselle Road Resurfacing Project
8) Consider approval of Quit Claim Deed with Covenants, Conditions and Restrictions pertaining to the Surfside Estates Accretions

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

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.
ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
   9) Consider approval of School Nurse Contract with Naselle-Grays River School District

ITEMS REGARDING AUDITOR’S OFFICE
   10) Consider approval of NASPO ValuePoint FMV Lease Agreement with Pitney Bowes; authorize Chair to sign

ITEMS REGARDING SHERIFF’S OFFICE
   11) Accept resignation of Susie Westerback, part-time Jail Cook and confirm appointment to Casual Cook; confirm appointment of Joy Zielesch, part-time Jail Cook

ITEMS REGARDING JUVENILE COURT SERVICES
   12) Consider approval of Amendment #1 to Agreement with Cowlitz County and rescind motion of August 14, 2018

ITEMS REGARDING GENERAL BUSINESS
   13) Confirm issuance of Request for Qualifications (RFQ) for Hearing Examiner Services
   14) Consider approval of Contract with the City of Ilwaco for implementation of Energy Efficiency Measures-Waste Water Treatment Facility

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

PUBLIC HEARING – 10:00AM
   16) Consider Great Columbia Crossing Walk/Run Assembly Permit application

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

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

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

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

<table>
<thead>
<tr>
<th>Agenda Item #:</th>
<th>1</th>
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<tbody>
<tr>
<td>Initial:</td>
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<tr>
<td>Date:</td>
<td></td>
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<tr>
<td>Review:</td>
<td>Clerk of the Board</td>
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<tr>
<td></td>
<td>Risk Mgmt</td>
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<td>Legal Required</td>
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<tr>
<td>SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
</tr>
<tr>
<td>NO ACTION TAKEN/WITHDRAWN</td>
<td>DEFERRED TO:</td>
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<td>CONTINUED TO DATE:</td>
<td>TIME:</td>
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<td>OTHER:</td>
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</tbody>
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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: Health & Human Services

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

SIGNATURE: [Signature]

DATE: 9/5/2018

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #10 to contract #2011-13 DFC BBBS. This amendment adds funds for the new state and federal fiscal years from DBHR Prevention and CARA grant funds. Both expenditures are budgeted. The funding provides continued support for the Big Brothers Big Sisters Mentoring program which is now established in the Ocean Beach, Raymond, Willapa Valley, South Bend, and Naselle school districts. Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment #10 to Contract #2011-13 DFC BBBS with Big Brothers Big Sisters of SW Washington adding funds for the mentoring program
Name of Contractor: Big Brothers Big Sisters

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
2011-13 DFC BBBS Amendment #10

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

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

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

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

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

☐ 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 (see small works notice)
☐ >$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* (Resolutions Required)
- Special Facilities/Market Conditions

☐ 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): 32,884

**TOTAL TAX:**

**TOTAL SHIPPING/HANDLING:**

**EXPENDITURE FUND #:118** XXXXX.XXX.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
AMENDMENT #10

PURPOSE OF THE CHANGE: To amend the contract between Big Brothers Big Sisters of Southwest Washington and Pacific County.

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

1. Exhibit A- Budget Amendment #9 is replaced by Exhibit B- Budget Amendment #10
2. Extends the life of the contract through December 31, 2020.
3. This contract includes funds from the following direct and indirect federal funding sources. All services must be provided in full compliance with federal program rules and CFR42:
   a. Department of Health and Human Services-Substance Abuse and Mental Health Service Administration (SAMHSA) CARA Local Drug Crisis FY 18. CFDA# 93.799
   b. Department of Health and Human Services- SAMHSA- Drug Free Communities Grant. CFDA #93.276
   c. SAMHSA via Washington State Health Care Authority (indirect federal grant) - Substance Abuse Prevention and Treatment Block Grant. CFDA#93.959
   d. SAMHSA via Washington State Health Care Authority (indirect federal grant) - Strategic Prevention Framework Partnership for Success (PFS). CFDA#92.243
   e. SAMHSA via Washington State Health Care Authority (indirect federal grant)- State Targeted Opioid Crisis (STR). CFDA#93.788

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

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

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

BIG BROTHERS BIG SISTERS OF SW WASHINGTON  BOARD OF COUNTY COMMISSIONERS

_________________________________________  _______________________________________
Date  Lisa Olsen, Chair

_________________________________________
Tax Identification Number  Frank Wolfe, Commissioner

_________________________________________
APPROVED AS TO FORM  Lisa Ayers, Commissioner

_________________________________________
Prosecutor’s Office  WSBA #  ATTEST:

_________________________________________
Marie Guernsey    Date
Clerk of the Board
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<th>Who</th>
<th>Service</th>
<th>Funding Source</th>
<th>Start</th>
<th>End</th>
<th>Amount (Amend #9)</th>
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<td>DBHR- DMA (CBSD)</td>
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AGENDA REQUEST FORM

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

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

Agenda Item #:  2

Initial:  ____________________________  Date:  ____________________________

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO: ____________________________

[ ] CONTINUED TO DATE: ____________________________  TIME: ____________________________

[ ] OTHER: ____________________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:  Board of County Commissioners  DIVISION (If applicable):  Boards/Commissions

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

SIGNATURE:  ____________________________  DATE:  9/4/2018

NARRATIVE OF REQUEST

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

Approve the reappointment of John Bageant and Ron Black to another term on the Veteran’s Advisory 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: ____________________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

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

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

SIGNATURE: ____________________________  DATE: 9/4/2018

NARRATIVE OF REQUEST

At your meeting of August 28, 2018, you confirmed the transfer of a computer workstation from the Clerk's Office to the Auditor's Office. This should have been a transfer from the Clerk's Office to Computer Services

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

Confirm the transfer of a computer workstation the Clerk's Office to Computer Services and rescind the August 28, 2018 motion to transfer to the Auditor's Office
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 4

Initial: Date: ________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: ____________________________

□ CONTINUED TO DATE: ____________________________ TIME: ____________________________

□ OTHER: _______________________________________________________________________

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT: ____________________________

SIGNATURE: ____________________________ DATE: 9/4/2018

NARRATIVE OF REQUEST

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

Confirm letter of support for the City of Montesano and their Coastal Business Resources / Microenterprise Assistance Proposal to the WA State Department of Commerce

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
August 24, 2018

Genny Matteson, MBA
Washington State Department of Commerce
1011 Plum Street SE
P O Box 42525
Olympia, WA 98504-2525

Dear Ms. Matteson:

Thank you for the opportunity to submit this letter of support for the City of Montesano and their Coastal Business Resources / Microenterprise Assistance Program proposal. This proposal supports rural businesses and communities along the Washington coast with business support services and microloans.

Pacific County is a small, rural county, located in a remote area of Washington State. We are heavily dependent on our natural resource based industries to help maintain our economic stability. With our unemployment rate being one of the highest in the state, this type of proposal could provide the resources needed to expand existing industries and possibly begin new ones.

The City of Montesano’s initiative and the work of their partner, Enterprise for Equity, will provide vital resource for the small businesses along the coast in need of business training, microlending, business coaching, financial education and other programing that will help our small businesses grow.

Thank you in advance for your support of Coastal Business Resources / Microenterprise Assistance Program proposal.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

PO Box 187, 1216 W Robert Bush Dr, South Bend, WA 98586 Ph 360.875.9337 or 360.642.9337, Fax 360.875.9335

"Pacific County is an Equal Opportunity Employer & Provider"
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, August 14, 2018 South Bend, Washington

CALLED TO ORDER – 9:07 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Dotsi Graves, Fair & Parks Manager
Bill Monohon, Fair Manager
Scott McDougall, Emergency Management Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE - None

CONSENT AGENDA

Commissioner Wolfe requested item #3 be removed from the Consent Agenda to be acted on separately.

CONSENT AGENDA (Items 1-2, 4-9)

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

Department of Community Development

Approve hire of Gabriel See, Environmental Health Specialist, Grade 14 Step 1, effective August 6, 2018

Approve Amendment #2 to Contract #17-09770 with WA State Department of Fish & Wildlife and Amendment #2 Interagency Agreement MRC 17-19 with Pacific Conservation District
Health & Human Services Department

Approve Amendment #3 to Contract #2017-19 CAP with Coastal Community Action Program

Clerk’s Office

Approve disposal of typewriter

Prosecutor’s Office

Confirm hire of Dawn Spoor, Legal Assistant, Grade 10 Step 7, effective August 6, 2018

General Business

Confirm Chair's signature on the Contacts, Authorized Signatures, Service Area, and Estimated clients form for the 2018 Title X Subrecipient Recruitment Plan for Health & Human Services Department

Approve regular meeting minutes of July 24, 2018

Approve Vendor Claims; Warrants Numbered 142931 thru 143004 in the amount of $174,488.59 and Numbered 143005 thru 143105 in the amount of $275,371.44

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Facility Use Application from Tenino Football Unity Camp for use of Morehead Park on August 15, 2018, and authorize Chair to sign

Approve Facility Use Application with Port of Ilwaco for use of Morehead Park for camping only on September 14 and 15, 2018, subject to receipt of insurance and authorize Chair to sign
Approve Facility Use Application with Jessica Hargadine for use of Morehead Park for family camping August 31 thru September 3, 2018 and authorize Chair to sign

Approve request to surplus vehicles S169, S175 and S186 and authorize sell of vehicle S121 "as is" to the City of South Bend in the amount of $2,500 to be deposited into the ER&R Fund 502 Department 801-Sheriff

Approve request to surplus three riding mower for public bid in accordance with Personal Property Inventory Procedures and purchase a Husqvarna lawnmower from the Fair in the amount of $650, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

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

ITEMS REGARDING COUNTY FAIR

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

Approve request to sell Husqvarna riding lawnmower to Parks in the amount of $650 and purchase new Husqvarna riding lawnmower [from Dennis Co. in stock] in an amount not to exceed $1,699.99, plus sales tax, subject to adequate budget appropriations (Other bids received from Harbor Saw of Hoquiam in the amount of $1,999.99 and from Lowes.com in the amount of $1,699-two week wait for delivery)

ITEMS REGARDING AUDITOR’S OFFICE

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

Approve request to offer a payroll deduction to employees for Thorbeckes Gym
ITEMS REGARDING SUPERIOR COURT

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

Acknowledge resignation of Mike Turner from Indigent Defense Contract for Juvenile Offenders, At Risk Youth, Child in Need of Services & Truancy and approve Indigent Defense Contracts for the same [excluding Truancy] with Edward Penoyar, and authorize Chair to sign and approve Indigent Defense Contract with Edward Penoyar

ITEMS REGARDING SHERIFF’S OFFICE

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

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

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

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve rescinding motion of July 24, 2018 pertaining to the wage increase for Cody Buchanan and retain wages at $16/hour, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Deny appointment of William Eisaman to the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS

Consider approval of Tourism Service Contracts with North Coast Food Web, Northwest Carriage Museum, PC Economic Development Council and the PC Tourism Bureau – DEFERRED to August 28, 2018
EXECUTIVE SESSION – None held

ITEMS REGARDING PUBLIC HEALTH & HUMAN SERVICES

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

Confirm Director’s signature on Facility Rental Agreement with Grays Harbor College for Project Northland Training to be held August 13 thru 15, 2018, in an amount not to exceed $311, subject to adequate budget appropriations

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

ITEMS REGARDING SHERIFF’S OFFICE

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

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

ITEMS REGARDING COUNTY FAIR

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

Approve Contract with Pitchwood, Inc. to operate a beer garden at the 2018 and the 2019 County Fair, subject to receipt of rental fee, required insurance, copy of liquor license and Safety Requirements Application

ITEMS REGARDING GENERAL BUSINESS

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

Approve Amendment #2 to Contract for Services with Pacific County Economic Development Council’s .09 Contract extending the end date of the contract to December 13, 2018

Approve Vendor Claims, Warrants Numbered 143106 thru 143190 in the amount of $579,510.99, subject to adequate budget appropriations
ITEMS REGARDING COUNTY FAIR

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

Approve hire of temporary Fair workers Seth Hall effective August 13, 2018, and Zane Crites, Lisa Crites and Kaci Phansisay effective August 15, 2018, all thru August 28, 2018 and at a rate of $11.50/hr, subject to adequate budget appropriations and Alan Deniston at a rate of $11.50/hr effective August 15, 2018 thru August 28, 2018 and also to hire an additional temporary worker if application is received, subject to successful completion of a background check and adequate budget appropriations

Approve 2018 Concession Agreements with Carina Arredondo, Chinook Indian Nation, Elixir, Raymond First Baptist Church, Grandad's Kettle Corn, Hangarian Kitchen & Food Hut, Jessica Gongzales, Jim Hunter and Associates, Marsalee's Thae Food, New Life Fellowship, Raymond Booster Club, Thary Yi, TLC Enterprises, Willapa Harbor Lions Club, Willapa Valley Booster Club, Willapa Valley High School and Tienda La Chispita, all subject to receipt of payment and required insurance

Approve 2018 Entertainment Agreements with Country Mile, Chris Guenther, Jason Nelson dba Jump the Shark, Lisa Holm, Sandry Bradley and the Old Time Fiddlers, The Olson Brothers Band, Puget Sound Mens Chorus, Simply Magic, Willapa Baysment Studio, Brett Wilson dba Mr. Lizard's Mobile Zoo, Jason Sansom, Garrison Cash and Hellbound Glory, subject to adequate budget appropriations and approve request of waiver of insurance if authorized by Risk Manager (it is noted for the record that Brett Wilson dba Mr. Lizard's Mobile Zoo did not participate in the 2018 fair)

ITEMS REGARDING JUVENILE COURT SERVICES

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

Approve Amendment No. 1 to Agreement with Cowlitz County regarding use of Juvenile Detention Facility (it is noted for the record the approval of this Amendment was rescinded at the meeting of September 11, 2018)

ITEMS REGARDING COUNTY FAIR

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

Approve Concession Space Use Agreement with Road Warrior Paintball LLC for the 2018 Fair, subject to receipt of payment and required insurance
ITEMS REGARDING GENERAL BUSINESS

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

Approve Resolution 2018-031 authorizing a short term loan, if needed, from Fund 502 in the amount of $204,000 plus interest in an amount to be determined by the County Treasurer to Drainage District. The loan plus interest will be paid no later than December 31, 2018. And also approve the Intergovernmental Agreement for the short term loan, if needed. (it is noted for the record this Resolution and Intergovernmental Agreement was rescinded at the meeting of August 28, 2018)

RECESS – 9:33AM

RECONVENE – 10:03AM

PUBLIC HEARING

ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:03AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 185 Enacting Chapter 9.46 RCW Gambling –1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance and no comments were received regarding this ordinance.

Chair Olsen closed the public hearing.

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

Adopt Ordinance No. 185 enacting Chapter 9.46 RCW Gambling –1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F and shall be effective the 14th day of August, 2018

PUBLIC HEARING

ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:04AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance and no comments were received regarding this ordinance.

Chair Olsen closed the public hearing.
It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Adopt Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images and shall be effective the 14th day of August, 2018

PUBLIC HEARING
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:05AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance.

Paul Plakinger was sworn in and provided background on purpose of adopting the ordinance.

Chair Olsen closed the public hearing.

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

Adopt Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges and Ordinance No. 181 shall be rescinded on August 15, 2018 and concurrently replaced with this Ordinance No. 187

There being no further business to come before the Board the meeting was closed at approximately 10:09AM.

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding new liquor license application for Sara’s Rusty Spur Bar and Grill.

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Chinook Port Alliance.

Notice dated June 28, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Water Music Society.

Notice dated July 9, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the South Pacific County Humane Society.

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding Liquor License Application for the North Cove Grill.

Notice dated July 12, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Friends of Chinook School.

Letter dated July 16, 2018, from Tom & Penny Treat regarding Peninsula Landscape Supply wood waste commercial chipper.


Letter dated July 18, 2018, from State of WA Department of Commerce regarding Community Development Block Grant Contract Number 09-64009-030 Final Closeout.

Letter dated July 20, 2018, from Robert & Janet King, regarding Peninsula Landscape Supply wood waste commercial chipper [petition attached].


MEMO dated July 31, 2018, from Auditor Joyce Kidd regarding recusing herself from the canvassing board.


Notice dated August 1, 2018, from the WA State Liquor and Cannabis Board regarding approval of Liquor License Application for Sara’s Rusty Spur Bar and Grill.
Notice dated August 3, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Tombstone Willey’s Saloon & Grill.

Email dated August 6, 2018, from Dale Beasley, regarding Fish Trap Project – Wild Fish Conservancy.

Notice dated August 6, 2018, from the WA State Liquor and Cannabis Board regarding license renewal for Millennium Marijuana.

Notice dated August 6, 2018, from the WA State Liquor and Cannabis Board regarding license renewal for The Local Store and Gas and The Old Fishtrap.

Letter dated August 7, 2018, from Cheryl Fambles, PacMtn confirming the reappointment of Bob Hitt and Jim Sayce.

Notice dated August 9, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Chinook Family Dining & Sports Bar.

Letter dated August 9, 2018, from Eric Wisch, Department of Natural Resources regarding proposed boundary expansion of Naselle Highlands NRCA near Naselle, Washington.

Email dated August 9, 2018, from Mike Frederick regarding eyesore properties in Pacific County.

Claim for Damages #2018-10-007 received August 10, 2018.

Email dated August 10, 2018, from Jason & Lisa Harte regarding George Hill complaint forms.

Notice dated August 13, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Mount Baker Vineyards.
MINUTES

9:00 AM  1216 W Robert Bush Drive
Tuesday, August 28, 2018  South Bend, Washington

CALLED TO ORDER – 9:07 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Tim Martindale, E911 Coordinator
Mary Goelz, Health & Human Services Director
Wendy Hamlin, Administrative Assistant II
Josh Klus, Administrative Assistant I
Leah Heintz, Public Health Nurse

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Daryl & Linda Buchanan
One other

PUBLIC COMMENT

Linda Buchanan requested updated elected officials pictures for the fair booth. She was instructed to contact the Clerk of the Board or obtain them from the county’s website.

Daryl Buchanan commented on the recent fair, City of South Bend contracting with LeMay for garbage service and the biking trail.

Chair Olsen announced she would be voting out of necessity due to the absence of Commissioner Ayers.

YEARS OF SERVICE

5 Years:  Randy Wiegardt (PCS0)
          Josh Klus (HLTH)
CONSENT AGENDA (Items 1-8)

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

Department of Community Development

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

Health & Human Services Department

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

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

Confirm Director’s signature on the DCYF/County General Terms & Conditions with the Department of Children Youth and Families Contract #1883-31774

General Business

Confirm transfer of computer workstation from Clerk’s Office to the Auditor’s Office

Approve Amendment 1 to Contract for Services with the Port of Chinook pertaining to the Marine Fueling Project

Approve July, 2018 payroll; total employees: 197, total payroll: $797,878.61

Approve Vendor Claims; Warrants Numbered 143191 thru 143298 in the amount of $282,333.62

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

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

Award the Upper Naselle Road Resurfacing Project to Naselle Rock & Asphalt, Co. in the amount of $447,968, subject to adequate budget appropriations
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

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

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

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

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

Approve the Professional Service Agreement #20180102 with Great Rivers Behavioral Health Organization for school based care coordination and authorize Director to sign

Consider approval of converting contracted staff to casual employees – DEFERRED to later in the meeting

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

ITEMS REGARDING COUNTY FAIR

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

Approve Concession Space Use Agreement with Ascending Adventures, LLC for the 2018 County Fair

ITEMS REGARDING SHERIFF’S OFFICE

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

Approve the E911 County Basic Service Operating Contract SFY2018 #E19-031 with WA State Military Department and authorize Chair to sign
ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Milli Morisette to the Human Services Advisory Board, effective immediately

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

ITEMS REGARDING GENERAL BUSINESS

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

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

Approve request from Warren Cowell to extend use of Morehead Park to include September 23, 2018

Adopt Resolution 2018-032 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)

Adopt Resolution 2018-033 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

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 - DEFERRED to later in the meeting

Approve the .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

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 Marking, subject to adequate budget appropriations
EXECUTIVE SESSION – None held

ITEMS REGARDING COUNTY FAIR

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

Approve Concession Space Use Agreement with International Foods, LLC and an Entertainment Agreement with Christine Cory for the 2018 Fair

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2018-034 modifying the Personnel Policy, Rules and Regulations, specifically creating the casual Nurse Practitioner II job description

Approve Vendor Claims, Warrants Numbered 143299 thru 143382 in the amount of $179,176.78, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve the appointment of Marnie Schumacher, casual Nurse Practitioner II at a rate of $60/hr and Denise Garoutte-Bell, Registered Dietitian at a rate of $42/hr, both effective September 1, 2018, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve purchase of Zetron Service Plan for annual maintenance of Zetron phone systems in the amount of $8,750 plus sales tax, subject to adequate budget appropriations and authorize Director to sign

ITEMS REGARDING AUDITOR’S OFFICE

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

Approve request to “piggyback” on King County Contract with Clear Ballot for Software License and Service Agreement to purchase an elections system in an amount not to exceed $94,095.65, including tax, and authorize Auditor to sign, subject to adequate budget appropriations
ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve request to post, advertise and hire 0.8 FTE Human Services Program Specialist, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2018-035 establishing an Interfund and Intergovernmental Short Term Loan Policy and shall become effective immediately

Adopt Resolution 2018-036 authorizing a short term loan from Fund 197 in the amount of $204,000 plus 3% interest to Pacific County Drainage District #1. The loan plus interest will be paid in full no later than December 31, 2018 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

Adopt Resolution 2018-037 in the matter of establishing a short term Interfund Loan between Fund 502 (Equipment Rental and Revolving Fund) and Fund 117 (Elections Reserve Fund) for the purpose of funding the capital purchase and first year annual License, Maintenance and Support Fee for Elections Tabulation Equipment

RECESS – 9:42AM

RECONVENE – 10:00AM

PUBLIC HEARING

ATTEND: Chair Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, and Management & Fiscal Analyst Paul Plakinger

OTHERS: Kathy Freitas, Jackie Ferrier, Zack Forster, Kraai McClure, Madeline Kalbach

At approximately 10:01AM, Chair Olsen opened the public hearing to consider applications to lease county owned property.

Paul Plakinger was sworn in and provided background on purpose of adopting the ordinance.

Chair Olsen closed the public hearing.
It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

**Approve Lease Agreement with Columbia River Bait Company as being the highest responsible bidder, for lease of County Parcel #79001000207, #79001000211, #79001000264, and #79001000215 for a one year period in the amount of $100, subject to update of terms and conditions approved by the Risk Manager** (It was noted for the record that only one application was received)

**PUBLIC HEARING**

**ATTEND:** Chair Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, and Management & Fiscal Analyst Paul Plakinger

**OTHERS:** Kathy Freitas, Jackie Ferrier, Zack Forster, Kraai McClure, Madeline Kalbach

At approximately 10:05AM, Chair Olsen opened the public hearing to consider granting Non-Exclusive Franchise to US Fish & Wildlife.

Jackie Ferrier, Kathy Freitas, and David Ryan were sworn in and provided input regarding their support of the franchise.

Chair Olsen closed the public hearing.

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

**Adopt Resolution 2018-038 granting Non-Exclusive Franchise No. 2018-2 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**

There being no further business to come before the Board the meeting was closed at approximately 10:08AM.

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING


Letter dated August 10, 2018, from Kaaren Roe, CDBG Section Manager regarding Community Development Block Grant Contract Number 13-65400-040 Final Closeout.

Copy of letter dated August 13, 2018, from Curt Janhunen, Attorney regarding Pacific County Right of Way (Victor and Jennie Niemcziek).

Complaint #C2018-08-003 dated August 14, 2018.

Notice dated August 14, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Minit Market North Cove.

Notice dated August 15, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Oysterville Store.


Letter dated August 16, 2018, from Comcast regarding program changes.

Notice dated August 17, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Sheila’s Hwy #6 Café & Pizza.

Letter dated August 19, 2018, from the Pacific County Fair Advisory Board regarding locking of the gate.


Notice of Award dated August 22, 2018, from Substance Abuse and Mental Health Services Administration in the amount of $125,000.

Assessor’s Certificate of Assessment Rolls received August 22, 2018.

Certificates of Appreciation for Howard Auble, Katie Auble, and Elain Delanoy filed this date.

MEMO dated August 31, 2018, from Kathy Spoor, County Administrative Officer regarding Resolution 2018-037, Interfund loan for purchase of elections equipment for the Auditor’s Office.

August, 2018 out of class payroll for Brandi Keightley filed this date.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

August 6, 2018
Board of Equalization 3rd required meeting
Departmental Briefings

August 13, 2018
Meeting Agenda Review
Workshop re: BOH Ord 9 & staffing
Workshop w/ M. Nordin re: North Cove erosion

August 14, 2018
BOH/BOCC meeting
Continued BOH Public hearing re: Ord 9
Public Hearings-Ordinance No. 185-gambling, Ordinance No. 186-elected officials salaries, Ordinance No. 187-electronic access to records and images

August 20, 2018
Workshop re: fair
Workshop re: LTAC RFPs
Departmental Briefings
Fair Queen interview
Workshop re: hearings examiner
Workshop re: community court

August 27, 2018
Workshop re: elections tabulation equipment
Meeting agenda review

August 28, 2018
BOH/BOCC meeting
Public Hearings: intent to lease county property & USFW Franchise
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, September 11, 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

143383 thru 143423 $ 32,767.37

Warrants Dated: August 31, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman
Commissioner
Commissioner

RECEIVED
PACIFIC COUNTY
AUG 31 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Approve Contract, Performance & Payment Bonds and Insurance from Naselle Rock and Asphalt pertaining to the Upper Naselle Road Resurfacing Project and authorize release of bid bonds from Naselle Rock and Lakeside, subject to adequate budget appropriations.
Name of Contractor: Naselle Rock and Asphalt Co., Inc.

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended):
Upper Naselle Road Resurfacing Project

Indicate type:
- Intergovernmental/Interagency
- Memorandum of Understanding/Agreement
- Employment/Special Services Agreement
- Federal Contract
- Interoffice/Interdepartmental
- State Contract
- For-Profit
- Non-Profit
- Public Organization/Jurisdiction
- Sub-Recipient
- Federal
- Other

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):
- 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 (see small works roster)
  - > $25,000 (competitive bid)
- Services / Leases:
  - Architectural & Engineering
  - Lease (Personal Property i.e. copier, printer)
  - Telecomm & Data Processing
  - Personal Services
  - Lease (Real)
  - Other (Describe)

To be located at:

Exception 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/Timber Classification
☐ Post, Advertise, Fill Position (New Employee Form Required)

☐ Other (please describe):

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
awarded contract at the 8/28/18 meeting

TOTAL COST/AMOUNT (include sales & use tax): $447,968

TOTAL TAX: included in bid prices

TOTAL SHIPPING/HANDLING: included in bid prices

EXPENDITURE FUND #: 104

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIPTION MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS: 13.5% of the federal aid part. of 86.5%
THIS AGREEMENT, made and entered into this ______ day of ______, 20___, between Pacific County, hereinafter called the COUNTY, and __________, hereinafter called the CONTRACTOR.

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

Article 1 - Work
1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

**UPPER NASELLE ROAD RESURFACING PROJECT MP 0.00 TO MP 1.52**

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

Article 2 - Contract Time
2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

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

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

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

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

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

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

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

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

5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of the Work at the Contract price, within the
Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

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

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

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

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

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

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

Article 7 - Indemnification

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

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

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

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

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 12 - Assignment
12.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

Article 13 - Binding Effect
13.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 14 - Severability
14.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.
Article 15 - Venue
15.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

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

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

Executed by the Contractor on this ______ day of ________________________, ________.

Contractor

Company

Title

Address

City, State, Zip Code

Approved As To Form:  

Attest:

Board of County Commissioners

Pacific County, Washington

Company

Chairperson

Title

Commissioner

Address

Commissioner

City, State, Zip Code

Approved As To Form:  

Attest:

Clerk of the Board

Upper Naselle Road Resurfacing Project MP 0.00 to MP 1.52

Part 2 - Contract
Approve Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions for Susan D. and Steven D. Koch & Yosemite Sam LLC, Division 10, Block 1, Lot 22.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions from Susan D. and Steven D. Koch & Yosemite Sam LLC and authorize Chair to sign
QUIT CLAIM DEED with COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor: Pacific County, Washington
Grantee: Steven D. Koch & Susan D. Koch & Yosemite Sam LLC, a WA LLC
Legal Description: Accretions abutting Lot 22, Block 01, Division 10, Plat of Surfside Estates
Tax Identification No.: To be assigned 776 100 010 22

For and in consideration of the settlement of a dispute regarding the ownership of certain accreted lands, Pacific County, a Washington political subdivision, Grantor, hereby conveys and quit claims to Steven D. Koch & Susan D. Koch & Yosemite Sam LLC, a WA limited liability co., Grantees, subject to the covenants, conditions and restrictions contained herein, the following described real property, situated in Pacific County Washington, along with all after acquired title therein, to wit:

All those accreted lands adjacent to and abutting upon Lot 22, of Block 01, of Division 10, of the Plat of Surfside Estates, as recorded in Volume ______ of Plats at pages ________, records of Pacific County, Washington, lying west of the Line of Upland Ownership as shown on said Plat and east of the line of ordinary high tide of the Pacific Ocean (the Property”).

Page 1 of 4
This conveyance and the Property is subject to the following covenants, conditions and restrictions which shall run with the Property and shall bind Grantees and Grantees’ heirs, successors and assigns:

1. The Property is hereby merged with and becomes part of Lot [2], Block [0], Division [10] of the plat of Surfside Estates as recorded in Volume [_____] of Plats, page [____], records of Pacific County, Washington (the “Lot”) as fully and to all extent as if the Property had been included as part of the Lot when the Lot was platted without limiting the generality of the foregoing statement, the Property and the Lot will be treated as one lot for land use purposes.

2. No house or other structure may be built on the Property. No development of any kind, other than dune modification after obtaining all required permits and complying with all applicable laws, shall be permitted on the Property.

3. The Property shall never, in any way or for any purpose, be separated from the Lot. Neither the Lot nor the Property may be conveyed, transferred or encumbered unless the other is also conveyed, transferred or encumbered, as the case may be, by the same instrument, to the same grantee and under identical terms. Any conveyance, transfer or encumbrance of the Property or the Lot shall equally apply to the other, regardless of whether the other is described in the instrument.

4. All covenants, conditions, restrictions, restrictive covenants and similar requirements that apply to the Lot shall also and identically apply to the Property. Without in any way limiting the generality of the foregoing sentence, the Restrictive Covenants of Surfside Estates and similar requirements applicable to the Lot, as the same exists from time to time, apply to the Property to the full extent and identically as they apply to the Lot.

5. Each easement or other right, regardless of how created, that grants to the public, to any person or entity and/or to any other property rights over, under, in, through, upon, to, to use and/or with respect to any portion or strip of the Lot that extends to the western boundary of the Lot shall apply to the contiguous portion of the Property (for the full north to south dimension of said easement or other rights) from the east boundary of the Property to the west boundary of the Property, as the same may exist from time to time, as if said easement or other right had, when granted or created, included said portion on the Property, and the Property is hereby burdened with said easement or other rights.

6. Any deed of trust, mortgage or other instrument that encumbers the Lot shall also and identically encumber the Property. In the event of any foreclosure or a deed-in-lieu
described in the instrument or not, be foreclosed upon and/or conveyed by such conveyance, as the case may be.

7. Notwithstanding any other provision of these covenants, conditions and restrictions, if the Lot is comprised of more than one platted parcel, then these covenants, conditions and restrictions shall apply to bind each portion of the Property to the adjacent platted parcel and not to any other platted parcel that may be part of the Property.

Dated ______________, ______.

GRANTOR
PACIFIC COUNTY, WASHINGTON

____________________________
Chairman of the Pacific County
Board of Commissioners

STATE OF WASHINGTON )
} ss.
COUNTY OF )

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of Commissioners of Pacific County, Washington, acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ___ day of __________, ______.

[seal]

Notary Public in and for the State of Washington, residing at ______________;
My Appointment expires: ______________.

ACCEPTANCE BY GRANTEES

The undersigned Grantees accept the foregoing Deed and agrees on behalf of the Grantees and the Grantees’ heirs, successors, and assigns that the Property shall be and hereby is bound by the covenants, conditions and restrictions stated in this instrument.

Page 3 of 4
STATE OF

COUNTY OF

I certify that I know or have satisfactory evidence that Steven D. Koch is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 23 day of July, 2018

Notary Public in and for the State of Washington, residing at Vancouver; My Appointment expires: 6-1-21

STATE OF

COUNTY OF

I certify that I know or have satisfactory evidence that Susan D. Koch is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington, residing at Vancouver; My Appointment expires: 6-1-21
EXHIBIT "A"

LOT 22 IN BLOCK 1 OF SURFside ESTATES DIVISION 10, PER PLAT THEREOF ON FILE IN VOLUME H OF PLATS AT PAGES 36 AND 57, RECORDS OF PACIFIC COUNTY, WASHINGTON.
The undersigned, Steven D. Koch, after being duly sworn on oath deposes and states as follows:

1. I am over eighteen years of age and competent to be a witness herein.

2. I, along with Susan D. Koch own real property described in Exhibit A, which exhibit is incorporated herein by this reference (the "Real Property").

3. I am aware that Pacific County, Washington purportedly acquired title to accreted lands west of and adjoining the Real Property from a previous owner thereof.

4. I am also aware that, through settlements of previous litigation, other similarly situated property owners in Surfside Estates have obtained quit claim deeds from Pacific County for the accreted lands west of and adjoining said owners property. I believe that the equitable and/or legal principle that applied to these other similarly situated properties are equally applicable to the Real Property, and I believe the County should deed to me the accreted lands west of and adjoining the Real Property without the need for litigation.
5. I would accept and agree to the imposition of certain covenants, conditions, restrictions and restrictive covenants on said accreted lands.

DATED this 12 day of JUNE, 2018.

__________________________
(Signature)

Susan Koch

(Print or Type Name)

STATE OF WA

) ss

COUNTY OF CLACKAMAS

I certify that I know or have satisfactory evidence that Susan Koch is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 13 day of JUNE, 2018

__________________________
Notary Public in and for the State of Washington, residing at VANCOUVER; My Appointment expires: 09-07-2021.
STATE OF __________ )
COUNTY OF __________ ) ss

AFFIDAVIT

The undersigned, __________________________, after being duly sworn on oath deposes and states as follows:

1. I am over eighteen years of age and competent to be a witness herein.

2. I, along with __________________________,

   own real property described in Exhibit A, which exhibit is incorporated herein by this reference (the “Real Property”).

3. I am aware that Pacific County, Washington purportedly acquired title to accreted lands west of and adjoining the Real Property from a previous owner thereof.

4. I am also aware that, through settlements of previous litigation, other similarly situated property owners in Surfside Estates have obtained quit claim deeds from Pacific County for the accreted lands west of and adjoining said owners property. I believe that the equitable and/or legal principle that applied to these other similarly situated properties are equally applicable to the Real Property, and I believe the County should deed to me the accreted lands west of and adjoining the Real Property without the need for litigation.
5. I would accept and agree to the imposition of certain covenants, conditions, restrictions and restrictive covenants on said accreted lands.

DATED this 13 day of June, 2018.

[Signature]

Steven D. Koch

(Print or Type Name)

STATE OF W A

) ss

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Steven D. Koch is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 13 day of June, 2018

[Signature]

Josie E Hyde

Commission Expires 06-09-2021

STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at V A N C ; My Appointment expires: 12/21.
REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier. This affidavit will not be accepted unless all areas on all pages are fully completed.

1. Name: Pacific County
   Mailing Address: PO Box 97
   City/State/Zip: South Bend, WA 98656
   Phone No. (including area code): (360) 875-9309

2. Name: Steven D. Koch & Susan D. Koch, husband and wife
   & Yosemite Sam, LLC, a WA limited liability company
   Mailing Address: 9315 NE 227th Ave
   City/State/Zip: Vancouver, WA 98682
   Phone No. (including area code): (360) 210-2566

3. List all real and personal property tax parcel account numbers - check box if personal property
   List assessed value(s):
   770100011022 N/A

4. Street address of property: 32915 G St, Ocean Park, WA 98640
   This property is located in Pacific County
   Check box if any of the listed parcels are being segregated from another parcel, not part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Accredited land immediately to the west of Division 10, Block 1, and Lot 22, Surfside Estates.

5. Select Land Use Code(s):
   09 - Other undeveloped land
   enter any additional codes: Preservation
   (See back of last page for instructions)
   Was the seller receiving a property tax exemption or deferral under chapters 84.35, 84.37, or 4.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?
   YES NO

6. Is this property designated as forest land per chapter 84.33 RCW?
   Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?
   Is this property receiving special valuation as historical property per chapter 84.26 RCW?
   If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
   NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensation or additional taxes will be due and payable by the seller or transferee at the time of sale. (RCW 84.33.150). Prior to signing (3) below, you may contact your local county assessor for more information.

   This land does not qualify for continuance.

   DEPUTY ASSessor
   DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
   NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferee at the time of sale.

   (3) OWNER(S) SIGNATURE

PRINT NAME

7. List all personal property (tangible and intangible) included in selling price.

   If claiming an exemption, list WAC number and reason for exemption:
   WAC No. (Section/Subsection) 458-61A-255(2)
   Reason for exemption

   Type of Document: Quit Claim Deed & Affidavit
   Date of Document
   Gross Selling Price $0.00
   *Personal Property (deduct) $0.00
   Exemption Claimed (deduct) $0.00
   Taxable Selling Price $0.00
   Excise Tax: State $0.00
   0.0025 Local $0.00
   *Delinquent Interest: State $0.00
   Local $0.00
   *Delinquent Penalty $0.00
   Subtotal $0.00
   *State Technology Fee $5.00
   *Affidavit Processing Fee $5.00
   Total Due $10.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX

*SEE INSTRUCTIONS

8. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

   Signature of Grantee or Grantee's Agent
   Name (print):
   Date & city of signing:

   Signature of Grantee or Grantee's Agent
   Name (print):
   Date & city of signing:

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 94.34.020 (1)(c)).
Approve the School Nurse Contract with Naselle-Grays River School District for the 2018-19 school year

AGENDA REQUEST FORM

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

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Agenda Item #: 9
Initial: Date: 
Review: ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

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

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

DEPARTMENT/OFFICE: Health

OFFICIAL NAME & TITLE: Mary Goetz, Director

SIGNATURE: [Signature]

DATE: 8/27/18

NARRATIVE OF REQUEST
Request the Board review, approve and sign the School Nurse Contract with Naselle Grays River School District for 2018-19 school year. This is included in the 2018 approved budget and the proposed 2019 budget.

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

Approve the School Nurse Contract with Naselle-Grays River School District for the 2018-19 school year
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 Naselle Grays River 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 112. 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 $19,648.00 for 360 hours (includes nursing travel time) of direct nursing services along with $1,495.00 for travel costs from South Bend (mileage based on 35 miles each way,
40 weeks of the year, at 0.535 cents per mile). The hours are based on 40 weeks, 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 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 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 ________________, 2018

NASELLE GRAYS RIVER SCHOOL DISTRICT

Lisa Nelson
Superintendent

BOARD OF COMMISSIONERS PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chairperson

__________________________
Frank Wolfe, Commissioner

__________________________
Lisa Ayers, Commissioner

ATTEST:

__________________________
Marie Guernsey
Clerk of the Board
Approve the NASPO ValuePoint FMV Lease Agreement with Pitney Bowes for lease of a new postage machine and support in the monthly amount of $74.87, plus applicable tax and authorize Chair to sign, subject to adequate budget appropriations.
NASPO ValuePoint FMV Lease Agreement (Option C)

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee  
PACIFIC COUNTY

Sold-To: Address
7013 SANDRIDGE RD, LONG BEACH, WA, 98631-4703, US

Sold-To: Contact Name  
Shawn Humphreys

Sold-To: Contact Phone #  
(360) 875-8356

Sold-To: Account #  
0010166452

Bill-To: Address
PO BOX 97, SOUTH BEND, WA, 98585-0097, US

Bill-To: Contact Name  
Rachel Patrick

Bill-To: Contact Phone #  
(360) 875-9311

Bill-To: Account #  
0010447982

Bill-To: Email  
rpatrick@co.pacific.wa.us

Ship-To: Address
7013 SANDRIDGE RD, LONG BEACH, WA, 98631-4703, US

Ship-To: Contact Name  
Shawn Humphreys

Ship-To: Contact Phone #  
(360) 875-9356

Ship-To: Account #  
0010166452

PO #

Your Business Needs

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<td>Postal Shipping</td>
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<tr>
<td>1</td>
<td>PTJA</td>
<td>SendPro Basic 1 User</td>
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<tr>
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<td>PTJN</td>
<td>SINGLE USER ACCESS</td>
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<td>1</td>
<td>PTK1</td>
<td>WEB BROWSER INTEGRATION</td>
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<td>STDSLA</td>
<td>Standard SLA-Equipment Service Agreement (for SendPro C200, C300, C400)</td>
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<tr>
<td>1</td>
<td>ZH24</td>
<td>MANUAL WEIGHT ENTRY</td>
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<td>1</td>
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<td>HZ25 40 LPM SPEED</td>
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<tr>
<td>1</td>
<td>ZH2C</td>
<td>SendPro C200 Base System identifier</td>
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<tr>
<td>1</td>
<td>ZH5D</td>
<td>USPS RATES WITH METERED LETTER</td>
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<tr>
<td>1</td>
<td>ZHHL</td>
<td>5 lbs. / 3 kg Weighing Option for MP81</td>
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*If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.*

**Your Payment Plan**

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<th>Initial Term: 60 months</th>
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<td>$74.87</td>
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*Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
( ) Purchase Power\textsuperscript{®} transaction fees included  
(X) Purchase Power\textsuperscript{®} transaction fees extra
Your Signature Below

By signing below, you agree to be bound by your State’s/Entity’s/Cooperative’s contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPD VALUEPOINT ADS2016-149897; 00515
State/Entity’s Contract #

Lessee Signature
Print Name
Title
Date
Email Address

Piney Boxco Signature
Print Name
Title
Date

Sales Information
Ian Wren
ian.wren@pb.com
Account Rep Name
Email Address
Accept resignation of Susie Westerback, part-time Jail Cook and confirm her appointment to Casual Cook at a rate of $16.74/hr, effective September 14, 2018 and confirm the appointment of Joy Zielesch, part-time Jail Cook, at a rate of $14.95/hour, 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

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DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/office: Board of County Commissioners

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

SIGNATURE: [Signature]

DATE: 8/31/2018

NARRATIVE OF REQUEST

At your July 24, 2018, meeting you approved Amendment #1 to the Agreement for detention beds with Cowlitz County. The agreement had an incorrect date and an error in the amount per bed.

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

Approve Amendment #1 to the Agreement for Detention of Pacific County Juveniles in Cowlitz County Juvenile Detention Facility and rescind motion of August 14, 2018 for the same, subject to adequate budget appropriations.
Name of Contractor: Cowlitz County

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

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

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

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

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

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

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

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

To be located at: ______________________

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

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

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

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

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

TOTAL SHIPPING/HANDLING:

TOTAL TAX:

EXPENDITURE FUND #: 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
AMENDMENT NO. 1 TO
AGREEMENT FOR DETENTION OF PACIFIC COUNTY JUVENILES IN
COWLITZ COUNTY JUVENILE DETENTION FACILITY

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

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

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

   NOW THEREFORE, the Parties agree as follows:

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

      From the effective date of the Amendment 1 through June 30th 2021,
      PACIFIC COUNTY will pay $144.00 per bed day, or any part thereof,
      for juveniles detained by COWLITZ COUNTY.

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

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

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

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

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

Clerk of the Board Date

Approved as to Form Only:

Prosecuting Attorney, Cowlitz County

Cowlitz County Juvenile Court Administrator

BOARD OF COUNTY COMMISSIONERS OF COWLITZ COUNTY WASHINGTON:

Joe Gardner, Chairman

Dennis P. Weber, Commissioner

Arne Mortensen, Commissioner

Attest:

Clerk of the Board Date

Approved as to Form Only:

Prosecuting Attorney, Pacific County

Pacific County Juvenile Court Administrator

BOARD OF COUNTY COMMISSIONERS OF COWLITZ COUNTY WASHINGTON:

Chairman

Pacific

Commissioner

Commissioner
AGENDA REQUEST FORM

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

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- 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

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

SIGNATURE: Kathy Spoor

DATE: 9/4/18

NARRATIVE OF REQUEST

Attached, for your information, is the RFQ prepared for hearings examiner services. The RFQ was reviewed by the Prosecutor, BOE and DCD staff for accuracy. The RFQ is designed for interested applicants to apply for any, or all, types of hearing examiner contracts (BOE, Land Use, Board of Health Ordinance). The RFQ was posted on our website and published in local papers. The deadline for submission of responses is September 28th with intent to bring forward a recommendation for the Board’s consideration at your meeting on October 9th.

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

Move to confirm release of RFQ for BOE, Land Use and Board of Health Ordinances Hearings Examiner.

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
PACIFIC COUNTY REQUEST FOR QUALIFICATIONS
HEARING EXAMINER

Pacific County is requesting Qualifications (RFQ) from individuals and/or firms interested in serving as a Pacific County Hearing Examiner. Interested applicants may propose to serve as Hearing Examiner for one, two or all three of the areas listed in the scope of work. Pacific County Land Use Ordinances and Board of Health Ordinances can be found at https://www.co.pacific.wa.us/ordinances/index.htm.

SCOPE OF WORK

➤ Board of Equalization (BOE) Hearing Examiner

The Pacific County Board of Commissioners constitutes the County’s Board of Equalization. The Board seeks to recruit a BOE Hearing Examiner to assist the Board in conducting hearings.

Examiner(s) shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred. The Board of Pacific County Commissioners, may appoint one (1) or more examiners for terms which shall initially expire twelve (12) months following the date of original appointment and one (1) additional year. Such appointments will by professional service contract. Any Examiner may be removed by the Board with 30 days written notice.

The BOE examiner will be required to attend board of equalization training seminars as directed by the Washington State Department of Revenue.

The BOE Hearing Examiner will advise the Board on all BOE related matters brought before them, and will hear taxpayer’s petitions regarding appeal of assessed property valuation per WAC 458-14-015. The Hearing Examiner will present to the Board all evidence submitted by the parties, and the Board will make the final determination on all petitions filed.

Public hearings and appeal hearings are scheduled on an as-needed basis. Typically an Examiner can expect to hear about fifty (50) appeals per year and all hearings are conducted during daytime hours and will be held in South Bend. The Examiner will be required to issue a proposed decision within fourteen (14) calendar days of the close of the record in each hearing.

Scheduling is in consultation with the Clerk of the Pacific County Board of Equalization.

➤ Board of Health Ordinance Hearing Examiner

The County seeks to recruit a Hearing Examiner to hear certain contested citations issued due to notice of violation of a County Board of Health Ordinances. The County is in process of adopting a new Board of Health Rules and Regulations to Process Violations of Pacific County Local Board of Health Ordinances. At the time of release of this request for qualifications the Ordinance has not been formally adopted. The description of duties below may be modified to reflect the requirements included in the Ordinance once it is adopted.
Examiner(s) shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred The Board of Pacific County Commissioners, may appoint one (1) or more examiners for terms which shall initially expire twelve (12) months following the date of original appointment and one (1) additional year. Such appointments will by professional service contract. Any Examiner may be removed by the Board with 30 days written notice.

In general, the Board of Health Ordinance Health Hearing Examiner will hold public meetings and decide matters related to Pacific County Board of Health Ordinance No. 9.

Public hearings and appeal hearings will be scheduled on an as-needed basis. It is anticipated this may be one to two days per month. Typically an Examiner can expect to hear about twenty-five (25) cases per year and all hearings are conducted during daytime hours. Hearings may be scheduled in South Bend or Long Beach. However, this is a new Ordinance so the number of cases may vary from the estimate. The Examiner will be required to issue a decision within fourteen (14) calendar days of the close of the record in each hearing.

Scheduling is by consultation with the Pacific County Department of Community Development. Hearing support services will be provided by Pacific County.

➢ Land Use Hearing Examiner

The County seeks to recruit a Land Use Hearing Examiner to hear certain land use appeals, development proposals, and related matters within the unincorporated areas of Pacific County.

Examiner(s) shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them.

The Board of Pacific County Commissioners, may appoint one (1) or more examiners for terms which shall initially expire twelve (12) months following the date of original appointment and one (1) additional year. Such appointments will by professional service contract. Any Examiner may be removed by the Board with 30 days written notice.

In general, Pacific County’s Land Use Hearing Examiner holds public hearings and decides matters related to land development such as:

- Oysterville Design Review (decisions based on Oysterville Historic District Guidelines)
- Shoreline Development
- Subdivision platting
- Critical Area and Resource Lands Variances
- Zoning Variances and Special Use Hearings
- Appeals of administrative decisions
Public hearings and appeal hearings are scheduled on an as-needed basis. Typically an Examiner can expect to hear about twenty-five (25) cases per year and all hearings are conducted during daytime hours. Hearings may be conducted in South Bend or Long Beach. The Examiner will be required to issue a decision within fourteen (14) calendar days of the close of the record in each hearing.

Scheduling is by consultation with the Pacific County Department of Community Development. Hearing support services will be provided by Pacific County.

MINIMUM CONTRACTING REQUIREMENTS

Contracting Requirements:

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

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

   B. **Survival of Contractor’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS’s indemnity obligations shall survive the completion, expiration or termination of the Contract.
2. **Insurance Requirements.** Without limiting the CONTRACTOR’S indemnification of COUNTY, and prior to commencement of a Contract, CONTRACTOR shall obtain, provide and maintain during the term of the Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

   A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

   B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with the 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 the Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by the Contract.

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

   D. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to the 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.

   E. **Automobile Liability Insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under the Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

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

Interested applicants should provide:

☐ Letter of interest – no more the one (1) page in length and include contact information and signature. The letter or attachment to the letter should state all proposed rates and charges.

☐ Resume

☐ Summary of education, qualifications, experience, and availability – this must be no more than five (5) pages in length. It should summarize the applicant’s qualifications to be a Hearing Examiner, his/her relevant experience, and availability to provide services to the County. The summary should indicate which service, or services, the applicant would like to be considered for, board of equalization, nuisance ordinance, and/or land use.

☐ Method of approach – one (1) or two (2) page summary of the applicant’s approach to providing Hearing Examiner services.

☐ Example of written work – at least two (2) examples of the applicant’s written decisions.

☐ Example of Rules of Procedure – The County’s Hearing Examiner is authorized to adopt rules of procedure. If applicable, the proposal shall include an example of rules of procedure that the Hearing Examiner has previously used.

☐ Professional references – at least two (2) professional references, including phone numbers and contact information.

Pacific County reserves the right to reject any or all applicants, waive technicalities or irregularities and accept any proposal if such action is believed to be in the best interest of the County.

Responses must be submitted in accordance with the following instructions:

1. All response submittals shall be sealed and delivered to:
   Pacific County General Administration
   Attention: Marie Guernsey, Clerk of the Board
   P O Box 6
   South Bend, WA 98586

2. Responses may be sealed and hand delivered to:
   Pacific County General Administration Office
   Attention: Marie Guernsey, Clerk of the Board
   1216 West Robert Bush Drive, Suite F-G
   South Bend, WA

3. Four (4) copies of the response must be received by 4:00 p.m., September 28, 2018.

4. The envelope must be clearly marked “REQUEST FOR QUALIFICATIONS-HEARING EXAMINER”.

Page 5 of 6
5. Modifications to submissions may be submitted prior to the date and time specified for receipt of submissions.

Questions regarding this RFQ can be directed to Kathy Spoor, County Administrative Officer via email at kspoor@co.pacific.wa.us or phone (360) 875-9334.
**AGENDA REQUEST FORM**

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

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<tr>
<th>OFFICIAL NAME &amp; TITLE:</th>
<th>Kathy Spoor, CAO</th>
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<th>DIVISION (if applicable):</th>
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<td>Attached for your consideration is a contract with the City of Ilwaco for .09 funding to add energy efficiency measures at the waste water treatment facility. This project was reviewed and recommended for short term funding by PCOG. The total grant amount is for $50,000 that will be spent in 2019.</td>
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<td>This contract was included in the 2019 preliminary budget request.</td>
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<th>RECOMMENDED MOTION</th>
<th>(To Be Completed by the Clerk/Deputy Clerk of the Board)</th>
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| Move to approve .09 contract in the amount of $50,000 with the City of Ilwaco for implementation of energy efficiency measures at the waste water treatment facility subject to adequate budget authority. |

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor:  City of Ilwaco

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Contract bwtn Pac Co and the City of Ilwaco- Energy Efficiency Measures-Waste Water Treatment Facility

☐ 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 router)
☐ >$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: .09 contract energy efficiency measures

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

☐ Other (please describe):

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

TOTAL COST/AMOUNT (include sales & use tax): $50,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 126

EXPENDITURE BUDGETED?  ☑ Yes  ☐ No

SUPPLEMENTAL REQUIRED?  ☐ Yes  ☑ No

IN-KIND MATCH REQUIRED?  ☐ Yes  ☑ No  DESCRIE 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 CITY OF ILWACO
ENERGY EFFICIENCY MEASURES-WASTE WATER TREATMENT FACILITY

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the City of Ilwaco, POB 548, Ilwaco Washington (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Energy Efficiency Measures at the Waste Water Treatment Facility (WWTF) 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 Energy Efficiency Measures-WWTF 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 Energy Efficiency Measures-WWTF project is one phase of the overall energy efficiency plan for the WWTF that requires substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Energy Efficiency Measures-WWTF 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**

   Fifty Thousand Dollars ($50,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this "public facilities" improvement.

   These funds are to be dispersed in the following manner:
   - 2019-$50,000

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

2. **USE OF FUNDS**

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

3. **SCOPE OF WORK**

   Funding shall only be used to implement energy efficiency measures at the waste water treatment facility.

4. **PAYMENT PROVISIONS**

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

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

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

5. **CONTRACT PERIOD**

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

6. **EVALUATION AND MONITORING**

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

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

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

7. RECAPTURE PROVISION

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

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

8. NONDISCRIMINATION

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

9. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

10. EMPLOYMENT RELATIONSHIPS

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

11. **INDUSTRIAL INSURANCE COVERAGE**

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

12. **INDEMNIFICATION/HOLD HARMLESS**

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

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

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

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be 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 
icorporated 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: County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: City of Ilwaco
Mayor
POB 548
Ilwaco, WA 98624
Telephone: (360) 642-3145
IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
City of Ilwaco

Gary Forner, Mayor

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#
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

Agenda Item #: 16

Initial: __________________________ Date: __________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________ TIME: __________________________

□ OTHER: __________________________________________

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior Court

□ CF □ Auditor □ EMA □ PACCOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Health □ SDC □ WSU Ext.

□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

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

SIGNATURE: __________________________ DATE: 9/4/2018

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

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

Approve the Assembly Permit as submitted by the Astoria-Warrenton Area Chamber of Commerce for the Great Columbia Crossing Walk/Run to be held October 14, 2018 in accordance with Assembly Ordinance No. 35B and authorize Chair to sign

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
August 13, 2018

Pacific County Commissioners
PO Box 187
South Bend, WA 98586

Pacific County Commissioners,

Enclosed is our application for Annual Assembly Permit for the 2018 Great Columbia Crossing 10k run/walk scheduled for Sunday, October 14, 2018.

We will use the same route as the previous five years, with one major change to offer additional safety and security for our event participants: the closure of the Astoria-Megler Bridge and Highway 401. Participants will leave the Dismal Nitch rest area at 8:30 a.m., using both lanes of Highway 401 until reaching the bridge. We estimate that all participants will be off Highway 401 before 9:30 a.m., at which time both lanes of traffic will be reopened and normal traffic will resume. The Astoria-Megler Bridge will be closed from 8:30 a.m. to 11 a.m. Participants will enter the bridge using both lanes of Highway 101. Normal traffic on Highway 101/the Astoria-Megler Bridge will resume promptly at 11 a.m. Any participants that have not finished crossing the bridge will be picked up by the sweeper bus at that time.

We have a Certificate of Liability Insurance naming Pacific County for the event from Knutsen Insurance.

I want to extend our gratitude to all of the local law enforcement and support personnel who have assisted us with this event for many years. We couldn’t put on this event without them! I look forward to working alongside them again this year – and we’re all hopeful for better weather this year.

If you have any questions or concerns, please let me know. We want to thank you for your cooperation to ensure the Great Columbia Crossing 10k run/walk remains a great event for our entire community!

Sincerely,

Kelsey Balensifer
Event Coordinator
Astoria-Warrenton Area Chamber of Commerce
kelsey@oldoregon.com
A social event or assembly for any purposes which said persons believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

**EVENT/ASSEMBLY INFORMATION**

<table>
<thead>
<tr>
<th>Organization/name of event:</th>
<th>Astoria-Warrenton Area Chamber of Commerce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Address:</td>
<td>Dismal Nitch Rest Area</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO Box 176, Astoria, OR 97103</td>
</tr>
<tr>
<td>Contact person/person in charge:</td>
<td>Kelsey Balensifer</td>
</tr>
<tr>
<td>Date(s) of event:</td>
<td>Sunday, Oct. 14, 2018</td>
</tr>
<tr>
<td>Overnight Camping?</td>
<td>YES [X] NO [ ]</td>
</tr>
<tr>
<td>Water supply:</td>
<td>Containers supplied</td>
</tr>
<tr>
<td>Sewage disposal:</td>
<td>United Site Services</td>
</tr>
<tr>
<td>Number of people attending:</td>
<td>3,500</td>
</tr>
<tr>
<td>Number of toilet facilities:</td>
<td>40 regular portable restrooms &amp; 2 ADA portable restrooms</td>
</tr>
<tr>
<td>Required number of toilets:</td>
<td>8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees, and 2 toilets handicap accessible.</td>
</tr>
<tr>
<td>Number of hand washing facilities:</td>
<td>8 hand washing facilities</td>
</tr>
<tr>
<td>Method of solid waste disposal:</td>
<td>Garbage cans; staff &amp; volunteer clean up</td>
</tr>
<tr>
<td>Number of food service facilities:</td>
<td>None</td>
</tr>
<tr>
<td>Certificate of liability insurance:</td>
<td>YES [X] NO [ ] Filed: Date:</td>
</tr>
</tbody>
</table>

Applicant’s Signature:  
Kelsey Balensifer  
Print Name: Kelsey Balensifer  
Date: 8/13/18

Approved By:  
Date Issued:

---

BOARD OF PACIFIC COUNTY COMMISSIONERS  
P.O. Box 187  
South Bend, WA 98586  
360/875-9337  FAX 360/875-9335  
5/8/2018
Volunteer Parking

Traffic Flow:
7:00 am - 9:30 am
gear check truck
in evidence for quick exit

- 40 standard
- 4 ADA
- 2 sinks
- all handed
on north side of
parking lot (closer
to the road)

Starting Line

STARTING LINE

Sunday, October 14, 2018
2nd Sunday in October

PLEASE DO NOT BRING BAGS!
YOU CANNOT CARRY A BACKPACK, FANNY PACK, LUNCH BAG, ETC.
THANK YOU!!!

All vehicles need to be outside the participant area. You can park in the volunteer lot unless otherwise noted. Vehicles still must remain outside the fence.
PARTICIPANTS:
- Participants will NOT be allowed to bring backpacks/bags on the bus
- Video surveillance of participants getting on the buses in Astoria provided by Collin McDonnell (or a similar contractor)
  - Flood lighting will be provided by ODOT for visibility (and safety) while loading the buses
  - The majority of participants get on a shuttle at Basin Street in Astoria
  - About 300 participants ride a shuttle from the Port of Chinook in Chinook
- 1 APD officer will assist with enforcement of the "no bag" policy in Astoria 6:00 to 8:00 a.m.
- 2 CCSO deputies will assist with enforcement of the "no bag" policy on route to the shuttle bus line in Astoria 6:00 to 8:00 a.m.

START LINE (Dismal Nitch):
- 2 WSP troopers will be stationed at the start line (on foot)
- 2 DPSST certified security at the start line 12 hours before the event
- 1 K-9 federal protection service patrol at the start line before & while participants are congregating at the Dismal Nitch Rest Area
- First Aid Booth: 1 Medix EMT & 1 Astoria Firefighter/EMT
  - AED + first aid kit

BRIDGE:
- 3 Warrenton Firefighter/EMTs located along the race route (on the bridge) at miles 2, 3 & 4
  - 3 AEDs
- CCSO & PCSO will coordinate provide marine patrol under the bridge.
- 2-4 Seaside motorcycle or bicycle officers on the bridge
- WSP will provide 2-4 troopers on 401 to assist with traffic control and bridge closure (8:30 to 11:00 a.m.)
- 1 Medix EMT (confirmed) & 1 Astoria Firefighter/EMT (requested) will travel on Sweeper Bus
  - AED & first aid kit

FINISH LINE (Astoria):
- 2 DPSST certified overnight security at the finish line 12 hours before the event occurs
- Medix ambulance stationed at the ODOT command center
  - AED
- First Aid Booth: 1 Medix EMT & 1 Astoria Firefighter/EMT
  - AED & first aid kit
- 1 K-9 federal protection service patrol will sweep the finish line before participants arrive & continue service during the event

TRAFFIC (& additional law enforcement presence):
- 2 APD officers assisting with traffic control and bridge closure at Basin Street and Marine Drive
AED LOCATIONS

- First aid booth, starting line
- First aid booth, finish line
- Sweeper bus
- Mile 2
- Mile 3
- Mile 4
- Medix ambulance

In the case of an emergency...

If an emergency occurs before or during the event:

1. Call 911

2. Staff and/or local law enforcement should notify the ODOT command center
   - Tell command center 911 has been called
   - Wait for direction from David regarding possible effect on the event

3. Cancel, delay or evacuate the event:
   - David Reid, Executive Director, makes the call regarding any changes to the event
   - Agency leaders at the ODOT command center can start a possible evacuation process (if necessary)

   - Dismal Nitch: Staff will remain at Dismal Nitch until the event is complete. In the case of an evacuation from the bridge, Dismal Nitch will remain an evacuation zone where buses can return (possibly with a long delay).
     - Staff, water, restrooms & first responders will be at Dismal Nitch until 11:00 a.m.

   - Astoria (Basin Street): If the finish line is evacuated, participants will be directed to Pier 1 – unless they are allowed to leave the area in their cars.

   - Astoria High School: If the finish line and area are evacuated, and participants are directed away from the scene – the Astoria High School parking lot will become an emergency evacuation site.