

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

**Regular Meeting
Tuesday, February 11, 2014
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

Public Comment (*limited to three minutes per person*)

CONSENT AGENDA (A-B)

- A)** Minutes of regular meetings of January 28, 2014
- B)** Rainbow Valley Landfill Claims Vouchers:
 - City of Raymond - \$1,765
 - PUD #2 - \$83.12
 - Royal Heights Transfer Station, Inc. - \$3,612.42

ADJOURNMENT

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, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Tuesday, January 28, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00am

COUNTY COMMISSION and PERSONNEL PRESENT

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Director of Public Works/County Engineer
David Burke, Prosecuting Attorney
Mary Goelz, Director of Health & Human Services
Faith Taylor-Eldred, Director of Community Development
Jeff Nesbitt, Vegetation Management Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)

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

PUBLIC COMMENT - None

CONSENT AGENDA (A)

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

Minutes of regular meetings of January 14, 2014

ADJOURMENT

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

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**

CITY OF RAYMOND

230 2ND STREET

RAYMOND, WA 98577

Vendor #	Date
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.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	1/15/14	LEACHATE TREATMENT	660	000	537	10	41	\$1765.00

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.

Larry Bale PRES. 2/4/14
 Signature Title Date

Reviewed by: *[Signature]* Feb 10 2014
 Faith Taylor, Director Date
 Department of Community Development

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.

_____ _____
 Chairman, Pacific County Board of Health Date



CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No.

103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
Address 114 AIRPORT ROAD
City RAYMOND State WA. ZIP 98577
Phone _____

Date 1/15/2014
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL DECEMBER 2014	\$1,755.00	\$1,755.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$1,765.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$1,765.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

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

PUD NO. 2

 P.O. BOX 472

 RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	1/27/14	UTILITIES	660	000	537	10	41	83.12

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

Lamybele Pres. 2/4/14
 Signature Title Date

Reviewed by:
[Signature] 5 Feb '14
 Faith Taylor, Director Date
 Department of Community Development

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.

 Chairman, Pacific County Board of Health Date



**PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY**

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

Account Number 19983

Page 1 of 1

Statement Date 01/24/2014

Billing Summary

Previous Balance	114.73
Payments Received	114.73 CR
Balance Forward	0.00
Current Charges Due By 02/21/14	83.12
Total Due	83.12

*****AUTO**5-DIGIT 98577
LARRY BALE C-1 P-1
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233



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

Meter Reading Details	Meter A34390
Current KWH Reading	01/18/14 74180
Previous KWH Reading	12/15/13 73333
Total KWH Usage	847
Days Served	34

Detail of Charges	
847 kWh x 0.071200	60.31
Power Cost Adj @ 3%	1.81
Elec Basic Charge	21.00
Total This Service	83.12

MO	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14
Usage	929	603	448	417	265	202	146	142	131	322	290	470	847
Avg/Day	28	20	16	13	9	7	4	5	4	11	10	17	25

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)		

YOUR SERVICE IS SUBJECT TO DISCONNECTION IF CURRENT CHARGES ARE NOT PAID BY THE DUE DATE

Account Number	19983
Due Date	02/21/2014
Amount Due	83.12
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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

Public Utility No. 2 of Pacific County
P.O. Box 472 07
Raymond, WA 98577-0472



Invoice

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

DATE	INVOICE #
2/4/2014	4648

BILL TO
RAINBOW VALLEY LANDFILL, INC. 114 Airport Rd. Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
2/14/2014

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
1/31/2014	282,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	3,612.42

Balance Due

\$3,612.42

LEACHATE RECORD

Date			
	<u>loads</u>		
1/1/2014	1		
2	2		
3	1		
4	1		
5	1		
6	2		
7	2		
8	1		
9	2		
10	2		
11	1		
12	2		
13	2		
14	2		
15	2		
16	2		
17	2		
18	1		
19	1		
20	3		
21	1		
22			
23	2		
24	2		
25			
26			
27	3		
28	1		
29	1		
30	2		
31	2		
	47		
	total gallons		282000
			\$3,612.42

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

**Tuesday, February 11, 2014
9:00AM or shortly thereafter**

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

AGENDA

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

WORKSHOPS/MEETINGS

12:00 PM Elected Officials Meeting (Elections Room)

HEARINGS

10:00 AM Public Hearings-Nowogroski, Ostgaard & Colburn Timber applications

Call to Order

Public Comment (*limited to three minutes per person*)

CONSENT AGENDA (Items 1-14)

Department of Public Works

- 1) Accept Surety Rider Continuation Certificate from Rayonier Forest Resources LLC pertaining to Road Haul Permit No. 2014-9
- 2) Accept Continuation Bond from North Fork Timber Co. pertaining to Road Haul Permit No. 2014-11
- 3) Accept Increase Rider from TC&I Chinook Log Corp. c/o The Campbell Group LLC pertaining to Road Haul Permit No. 2014-2

Department of Community Development

- 4) Approve Amendment #1 to Lead Entity Grant 13-1377P with WA State Recreation and Conservation District; authorize Chair to sign

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Boards and Commissions

- 5) Approve reappointment of Mike Nichols, to another four year term on the Planning Commission representing Commissioner District #2
- 6) Approve the reappointment of Bill Grennan to a three year term on the Board of Adjustment as “alternate”
- 7) Approve the appointment of Bob Lake to vacant Regional Fisheries Enhancement Group position on the WRIA #24
- 8) Approve the appointment of Judy Jones to fill a vacant position on the Human Services Advisory Council
- 9) Approve the appointment of Annie Brown to vacant “alternate” Agriculture position on the Marine Resource Committee

General Business

- 10) Minutes of regular meeting of January 28, 2014
- 11) Confirm disposal/transfer of WSU Extension’s inventory as submitted
- 12) Confirm disposal/transfer of Health Department’s inventory as submitted
- 13) Approve January, 2014 payroll; Total # of employees: 176; total payroll \$746,430.51
- 14) Approve Vendor Claims
Warrants Numbered 120642 through 120716 - \$201,802.68
Warrants Numbered 120730 through 120782 - \$122,334.43

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 15) Consider approval of award of Chip Rock Bid No. 2014-01 to:
 - Naselle Rock & Asphalt Co. delivered to South County Administration Facility
 - Northwest Rock delivered to the Willapa Stockpile Site and to Lebam School Site
- 16) Consider approval of Facility Use Agreement with American Red Cross for temporary storage of disaster shelter supply trailer; authorize Chair to sign
- 17) Consider approval of request to add an additional computer system for the Court Reporter due to XP computer issues
- 18) Consider approval of request to add six additional computer systems to annual maintenance for the Sheriff’s Office due to XP computer issues
- 19) Consider approval of request to add computer system to annual maintenance for the Treasurer’s Office due to XP computer issues
- 20) Consider approval of request to hire Lloyd Houk to fill Senior Engineering Technician position; Grade 12 Step 4, effective March 3, 2014
- 21) Consider approval of request to hire Neil Wirkkala to fill Engineer Tech I/Facilities Maintenance position, Grade 8 Step 1, effective March 3, 2014

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ITEMS REGARDING SHERIFF'S OFFICE

- 22) Consider approval of request to purchase Spillman modules ERS Fire Interface, and HipLink Paging Interface; adopt Resolution 2014-_____ recognizing and authorizing purchase from Sole Source Provider
- 23) Consider approval of request to purchase boat motor and auxiliary motor from Chinook Marine being the best and most responsive bid

ITEMS REGARDING ASSESSOR'S OFFICE

- 24) Consider approval of request to hire Blair Swogger to fill vacant 0.75 FTE Administrative Assistant II, Grade 9 Step 1, effective March 10, 2014

ITEMS REGARDING PROSECUTOR'S OFFICE

- 25) Acknowledge resignation of Chief Deputy Prosecutor, Mark McClain and authorize the filling of the vacant position

ITEMS REGARDING GENERAL BUSINESS

- 26) Consider approval of request from Fire District #3 to add a third bay to the Menlo Fire Station
- 27) Acknowledge sale of county owned parcel #10091014150 by private negotiation
- 28) Consider approval of Aquatic Lands Enhancement Account Application Authorization on behalf of the Friends of the Willapa National Wildlife Refuge
- 29) Consider approval of the 2014-2016 Pacific County Sheriff's Office (Non-Commissioned) Collective Bargaining Agreement
- 30) **10:00Am Public Hearings for Timber Land Classification**
Ostgaard, Ed, Loretta, Sharon, & Melissa
Nowogroski, James & Jane
Colburn, Kevin

EXECUTIVE SESSION

- 31) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.11

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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 February 11, 2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

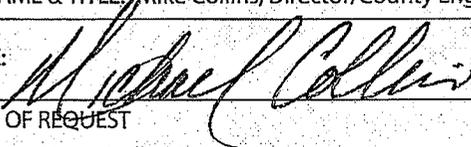
Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt.
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> 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: <u>DPW</u>	DIVISION (if applicable): <u>Roads</u>
OFFICIAL NAME & TITLE: <u>Mike Collins, Director/County Engineer</u>	PHONE / EXT: <u>3368</u>
SIGNATURE: 	DATE: <u>1-30-14</u>
NARRATIVE OF REQUEST	
<p>Rayonier Forest Resources LLC has submitted Road Haul Permit No. 2014-9 and have presented Surety Rider Continuation No. 6264732 under the name of Rayonier Operating Company LLC in the amount of \$35,000 for the 2014 haul season. Please accept Surety Rider Bond No. 6264732 from Rayonier Operating Company LLC. The original will be on file with DPW Accounting.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: <u>Rayonier Operating Company LLC</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Road Haul Permit No. 2014-9</u>	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> 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	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input checked="" type="checkbox"/> Other (please describe): <u>Road Haul Permit</u>	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax):	
TOTAL TAX:	
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



SURETY RIDER

Safeco Insurance Company of America
PO Box 34526
Seattle, WA 98124-1526

To be attached to and form a part of

Bond No. 6264732

Type of Bond: Blanket Franchise and Permit Bond

executed by Rayonier Forest Resources LLC, as Principal,
(PRINCIPAL)

and by SAFECO INSURANCE COMPANY OF AMERICA, as Surety,

in favor of Pacific County Department of Public Works
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
Changing the name of the principal on the bond from Rayonier Forest Resources LLC to Rayonier
Operating Company LLC

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective January 9 2014
(MONTH-DAY-YEAR)

Signed and Sealed January 9 2014
(MONTH-DAY-YEAR)

Rayonier Operating Company LLC
(PRINCIPAL)

By: [Signature]
(PRINCIPAL)

SAFECO INSURANCE COMPANY OF AMERICA
(SURETY)

By: [Signature]
(ATTORNEY-IN-FACT)
Jeffrey E. Broyles



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5678722

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Barbara Pinkham; Brian P. Corcoran; Cathy Damstra-Lepley; Charles W. Folberg; Dena Storm; Gary Gilthens; Jeffrey L. Broyles; Jessica Carpenter; Joyce A. Bjorge; Julie Hammond; Kimberly Edwards; Larry Thompson; Leigh A. Penley; Lisa Meyer; Michael J. Godfrey; Patty Clark; Shari K. Welborn; Susan Wilson; Tamara A. Ringeisen

all of the city of Portland state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons;

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of December, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss.
COUNTY OF KING

On this 4th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power of authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 20 14.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
February 11, 2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 2
 Initial: mg Date: 2/11/2014

BOCC ACTION: APPROVED DENIED

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

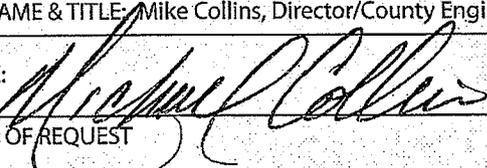
Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|---|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input checked="" type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: <u>1-30-14</u>
NARRATIVE OF REQUEST	
<p>North Fork Timber Co. submitted Road Haul Permit No. 2014-11 for hauling on Mill Creek and Camp One Roads. They have requested continuation of Bond No. 105380750 in the amount of \$15,780 for the 2014 haul season. The bond is on file with DPW Accounting.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Travelers Casualty & Surety Company

License No. _____

RIDER

To be attached to and form part of Bond No. 105380750

Issued on behalf of North Fork Timber Co as Principal, and in favor of Pacific County Public Works as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:

from: _____
to: _____

2. The Surety hereby gives its consent to change the Address:

from: _____
to: _____

3. The Surety hereby gives its consent to change the bond amount _____ :

from: Six Thousand Dollars
to: Fifteen Thousand Seven Hundred Eighty Five Dollars

This rider shall become effective as of 12 September 2013

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated 12 September 2013

Travelers Casualty & Surety Company

By: [Signature]

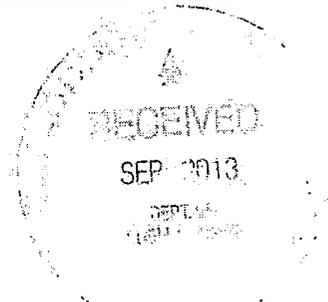
Attorney-in-Fact

Accepted: Pacific County Public Works
Obligee

or North Fork Timber Co.
Principal

By: _____

By: _____



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214676

Certificate No. 003635232

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dianne C. Daines

of the City of Buckley, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of April, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 30th day of April, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

INCREASE RIDER

To be attached to and form part of Bond Number 929512727 effective

01/04/2011 issued by the Western Surety Company

in the amount of Five Thousand and No/100-----

DOLLARS (\$5,000.00-----)).

on behalf of T C & I Chinook Log Corp. c/o The Campbell Group, LLC,

as Principal and in favor of Pacific County Department of Public Works,

as Obligee.

Now therefore, it is agreed that:

We, Western Surety Company
Surety on the above bond, hereby stipulate and agree that from and after the effective date of this
Stipulation, the Penalty of said Bond shall be Increased

FROM: Five Thousand and No/100---- (\$ 5,000.00--)

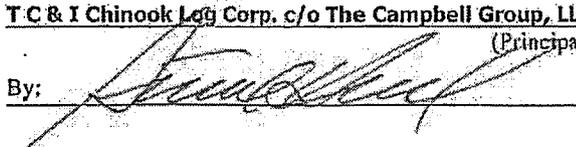
TO: Seven Thousand Five Hundred and No/100---- (\$ 7,500.00--)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 1st Day of January, 2014.

Signed, Sealed and Dated this 12th Day of December, 2013.

T C & I Chinook Log Corp. c/o The Campbell Group, LLC
(Principal)

By: 

Western Surety Company
(Surety)

By: 

Tami Jones Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Ray M Paiement, John D Klump, Gene M Dietzman, James P Dooney, Vicki Mather, Gloria Bruning, Richard W Kowalski, Brent Olson, J Patrick Dooney, Karen A Pierce, Joel Dietzman, Christopher A Reburn, Tami Jones, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2013.



WESTERN SURETY COMPANY

Paul T. Brufat

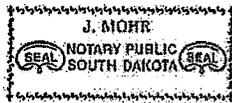
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss.

On this 16th day of September, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of December, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 02.11.2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 4

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

FEB - 5 2014

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: <u>2-5-14</u>
NARRATIVE OF REQUEST	
<p>The Washington State Recreation and Conservation Office is amending Lead Entity Grant 13-1377P. Amendment #1 will add \$10,000 in funding to the Pacific County lead entity to bring the minimum lead entity capacity grant to \$57,500. The work described in this grant is performed by the Conservation District through an interlocal agreement.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Recreation and Conservation Office

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Lead Entity Grant

Contract/Agreement/Grant/Amendment #: 13-1377P

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

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

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

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

Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please 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/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

TOTAL COST/AMOUNT (include sales & use tax): \$57,500.00 TOTAL TAX:

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

Amendment to Project Agreement

Project Sponsor: Pacific County
Project Title: Pacific County LE

Project Number: 13-1377P
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

In accordance with the Salmon Recovery Funding Board decision at its October 2013 meeting, this amendment adds \$10,000 in funding to the Pacific County lead entity to bring the minimum lead entity capacity grant to \$60,000 per year.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - SALMON-LE FED	\$32,989.00	69.45%	\$42,989.00	74.76%
RCO - SALMON-LE ST	\$14,511.00	30.55%	\$14,511.00	25.24%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$47,500.00	100%	\$57,500.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$0.00	0.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

Pacific County

BY: Scott Z. Robinson
Kaleen Cottingham

AGENCY: _____

BY: _____

TITLE: Director

TITLE: _____

DATE: 1/6/14

DATE: _____

Pre-approved as to form:

BY: /s/
Assistant Attorney General

Amendment Agreement Description

Project Sponsor: Pacific County
Project Title: Pacific County LE

Project Number: 13-1377 P
Amendment Number: 1

Agreement Description

The WRIA #24 LE is in a transitional phase. We are in the process of writing new bylaws and recruiting members for a new citizens and technical committee that meets the statutes for LE's. We will also provide strategy updates that will hopefully prioritize fish species within WRIA #24. We also plan to further incorporate the HWS system and utilize its planning capabilities. The WRIA #24 LE will continue to work with local governments, MRCs and all affiliated partners. We will also continue to work with our regional group. We will revamp our public outreach methods and try and get a more holistic citizens view point. Education and public outreach is drastically needed in WRIA #24. We have an extremely busy and important biennium ahead of us. The LE will recruit, facilitate and provide public access to the SRFB grant process. The LE will provide a vetted and ranked salmon project list to RCO for funding consideration each year.

For specific tasks and deliverables see attached Scope of Work.

Amendment Eligible Scope Activities

Project Sponsor: Pacific County
Project Title: Pacific County LE
Program: Salmon-LE Fed Contracts

Project Number: 13-1377
Project Type: Planning
Amendment #: 1

Planning Metrics

Worksite #1, base grant

Targeted salmonid ESU/DPS:

Chinook Salmon-Washington Coast ESU, Chum Salmon-Pacific Coast ESU, Coho Salmon-Southwest Washington ESU, Steelhead-Southwest Washington/Washington Coast DPS
None

Targeted species (non-ESU species):

815131.0

Area Encompassed (acres):

Miles of Stream Affected:

1318.00

Restoration Planning And Coordination Project

Support to local entities or agencies

Name of the Plan:

The WRIA #24 Lead Entity does not have a ESA listed Species or a official Recovery plan for any salmon species within WRIA #24 boundaries. The WRIA #24 LE will utilize the Strategic Plan, WRIA #24 Limiting Factors Analysis to prioritize projects.

Description of the Plan:

The WRIA #24 Strategic Plan is utilized to rank salmon projects within WRIA #24. Much of the information has been obtained from the WRIA #24 Limiting Factors Analysis and various watershed Analysis. Each watershed is prioritized and including geographically important areas. The WRIA #24 committees have focused on a multi species approach that I believe will be changed over the next bienium. Historically Willapa bay was predominately a chum watershed. This will be part of our focus over the next two years.

Amendment to Project Agreement

Project Sponsor: Pacific County
Project Title: Pacific County LE

Project Number: 13-1377P
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

In accordance with the Salmon Recovery Funding Board decision at its October 2013 meeting, this amendment adds \$10,000 in funding to the Pacific County lead entity to bring the minimum lead entity capacity grant to \$60,000 per year.

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Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$47,500.00	100%	\$57,500.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$0.00	0.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

Pacific County

BY: *Kaleen Cottingham*
Kaleen Cottingham

AGENCY: _____

BY: _____

TITLE: Director

TITLE: _____

DATE: 1/6/14

DATE: _____

Pre-approved as to form:

BY: IS/
Assistant Attorney General

Amendment Agreement Description

Project Sponsor: Pacific County
Project Title: Pacific County LE

Project Number: 13-1377 P
Amendment Number: 1

Agreement Description

The WRIA #24 LE is in a transitional phase. We are in the process of writing new bylaws and recruiting members for a new citizens and technical committee that meets the statutes for LE's. We will also provide strategy updates that will hopefully prioritize fish species within WRIA #24. We also plan to further incorporate the HWS system and utilize its planning capabilities. The WRIA #24 LE will continue to work with local governments, MRCs and all affiliated partners. We will also continue to work with our regional group. We will revamp our public outreach methods and try and get a more holistic citizens view point. Education and public outreach is drastically needed in WRIA #24. We have an extremely busy and important biennium ahead of us. The LE will recruit, facilitate and provide public access to the SRFB grant process. The LE will provide a vetted and ranked salmon project list to RCO for funding consideration each year.

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Amendment Eligible Scope Activities

Project Sponsor: Pacific County
Project Title: Pacific County LE
Program: Salmon-LE Fed Contracts

Project Number: 13-1377
Project Type: Planning
Amendment #: 1

Planning Metrics

Worksite #1, base grant

Targeted salmonid ESU/DPS:

Chinook Salmon-Washington Coast
ESU, Chum Salmon-Pacific Coast ESU,
Coho Salmon-Southwest Washington
ESU, Steelhead-Southwest
Washington/Washington Coast DPS
None

Targeted species (non-ESU species):

815131.0...

Area Encompassed (acres):

Miles of Stream Affected:

1318.00

Restoration Planning And Coordination Project

Support to local entities or agencies

Name of the Plan:

The WRIA #24 Lead Entity does not have a ESA listed Species or a official Recovery plan for any salmon species within WRIA #24 boundaries. The WRIA #24 LE will utilize the Strategic Plan, WRIA #24 Limiting Factors Analysis to prioritize projects.

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INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

Sponsor
Pacific County DCD Finance Dept PO Box 68 South Bend, WA 98586

BY _____

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor							
Project Number	13-1377 P	Billing #	3	From:	Billing Period	To:	This is a Final Billing?
Project Name	Pacific County LE						Yes [] No []
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditure	Non-Reimbursable Amount	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Non-Capital Costs		\$4,273.24	\$0.00	\$4,273.24			
Equipment		\$0.00	\$0.00	\$0.00			
Non-Capital Total		\$4,273.24	\$0.00	\$4,273.24			
		\$4,273.24	\$0.00	\$4,273.24			

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements				
Sponsor:			Total Billed	\$4,273.24			
RCO Federal:			Share Billed	\$4,273.24			
RCO: SALMON-LE FED	74.76348%	\$42,989.00	Share Approved	\$4,273.24	7.43%		
RCO: SALMON-LE ST	25.23652%	\$14,511.00	Advance Balance	\$0.00			
			Match Owed Balance	\$0.00			
			Share Retained	\$0.00			
			Share Paid	\$4,273.24	7.43%		
Agreement Total:	100.00000%	\$57,500.00	Match Bank	\$0.00			
Doc Date	Current Doc. No.	Ref Doc#	Vendor Number	Vendor Message			
		0041	SWV0007195-00	13-1377 P			
Tran Code	Fund	Appn Index	Prog Index	Sub. Obj/SubSub Obj	Project #	Amount	Billing #
210	001	011	10407	NZ	0041		3
210	001	P21	10405	NZ	0041		3

Certification For Payment	
Project Manager/Date	Accounting/Date



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 5

BOCC ACTION: APPROVED DENIED Initial: mg Date: 2/11/2014

- SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
 - NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____
 - CONTINUED TO DATE: _____ TIME: _____
 - OTHER: _____
- Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/28/2014
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the reappointment of Mike Nichols, to another four year term on the Planning Commission representing Commissioner District #2</p>	



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 6

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Management

OTHER: _____

Legal

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> 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: Commissioners Office DIVISION (if applicable): Boards/Commissions

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

SIGNATURE:  DATE: 2/3/2014

NARRATIVE OF REQUEST

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

Approve the reappointment of Bill Grennan to a three year term on the Board of Adjustment



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 7

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/4/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Bob Lake to vacant Regional Fisheries Enhancement Group position on the WRIA #24	



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

**BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.**

REQUESTED MEETING DATE:
 2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 8

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Management

Legal

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/4/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Judy Jones to vacant position on the Human Services Advisory Board	



Pacific County
Boards & Commissions Appointments
Application Form
(Please attach resume if available)

1. Boards/Commissions for which you wish to be considered:
Human Services Advisory Council

2. Name: Judy Ann Jones 3. Phone: 360-942-8034

4. Business Address: _____ 5. Home Address:
1610 Fowler Road
Raymond, Wa 98577

6. Education: (High School, Name/Location of College/Univ., Year Graduated/Degree)
Associates Degree

7. Licenses Held: National Certification - Job coaching and Job developing
(If applicable to specific Board/Commission)

8. Current Employment (Job Title, Employer, Employment Date, Contact, Phone):
Retired - 35 years Health and Human Services

9. Previous Employment/Experience:
The last 5 years my duties required job coaching and job development for people with developmental disabilities

10. Memberships in Professional/Civic Organizations (Include offices held/dates of terms):
ELKS Lodge
Board member - Great NorthWest Federal Credit Union 10 years
Secretary - 4 years

Judy Ann Jones
Applicant's Signature

1-24-2014
Date:

RECEIVED
PACIFIC COUNTY

Please mail completed Application to:
Pacific County Board of Commissioners
P O Box 187, South Bend, WA 98586
875-9337/642-9337 FAX 875-9335

JAN 24 2014

CENTRAL ADMINISTRATION
BOARD OF COMMISSIONERS

For Departmental Use Only

_____ Appointed to _____, body on _____ (date)
_____ Not appointed _____ (date)

HUMAN SERVICES ADVISORY COUNCIL - (3 year terms)

Pos.# **TERM EXPIRES** (Meets bi-monthly; 3rd Tuesday, @ 10am)

1. 11/29/2014.....Nancy Schutt (apptd 11/08)
2. 1/29/2015.....Diane Knutson (apptd 11/12)
3. 1/29/2013.....Jim Bergstrom (appt. 1/05, reappt: 2/07, 2/2010)
4. 11/29/2016.....Patti Lignoski (appt 3/11, reappt 12/2013)
5. 11/29/2016.....Wayne Leonard (apt 6/2013)
6. 11/29/2015.....Marty Lemke (apptd 1/09, reapptd 11/2012)
7. 11/29/2014.....Sherry McDonald (apptd 12/18/2013)
8. 11/29/2014.....*Vacant*
9. 11/29/2014.....Beverly Smith (reappt. 12/08, 12/05, appt. 3/03)
10. 11/29/2014.....Jerry Porter (appt 1/12)
11. 11/29/2014.....Joey Sturgil (appt 3/11, reappt 1/2012)



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 9

BOCCA ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/4/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Annie Brown to vacant "alternate" Agriculture position on the Marine Resource Committee	



Pacific County

Boards & Commissions Appointments

Application Form

(Please attach resume if available)

1. Boards/Commissions for which you wish to be considered:
Pacific County Marine Resource Committee

2. Name: Annie Brown 3. Phone: 360-490-9200

4. Business Address: 4109 SR 101
Ilwaco, WA 98624 5. Home Address: 4225 SR 101
Ilwaco, WA 98624

6. Education: (High School, Name/Location of College/Univ., Year Graduated/Degree)
Naselle High School - 2005
Oregon State University - B.S. Business Admin - 2010

7. Licenses Held: Shucker Paeker shellfish license
 (If applicable to specific Board/Commission)

8. Current Employment (Job Title, Employer, Employment Date, Contact, Phone):
Cheto Harbor shellfish - owner/manager
October 2013 - current (360) 490-9200

9. Previous Employment/Experience:
Herrold Fish & Oyster Co. - Family owned
oyster company - grew up working on the
family farm

10. Memberships in Professional/Civic Organizations (Include offices held/dates of terms):

Annie Brown
 Applicant's Signature

1-6-14
 Date:

RECEIVED
 PACIFIC COUNTY

JAN 09 2014

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

For Departmental Use Only Agriculture - Alternate

Appointed to _____, body on _____ (date)
 Not appointed _____ (date)

ANNIE R. BROWN

4225 STATE ROUTE 101, ILWACO, WA. 98624
• (360) 490-9200 • HERROLDA@HOTMAIL.COM

EDUCATION

Oregon State University Corvallis, Oregon
Major: Bachelor of Science, Business Administration ~ GPA: 3.83
Option: Entrepreneurship June 2010

Naselle High School Naselle, Washington
High School Diploma June 2005

WORK OF EXPERIENCE

Chetlo Harbor Shellfish Ilwaco, Washington
Owner/Manager ~ October 2013- Current

- Manage processing facility for Pacific Oysters
- Perform marketing, order scheduling, human relations, sales, and billing tasks
- Work with state and local health officials to ensure required benchmarks are met to maintain certification

Herrold Fish and Oyster Inc. Ilwaco, Washington
Manager/Deckhand ~ January 2011- September 2013

- Marketed Pacific Oysters for the company
- Responsible for the harvest, processing, and sale of product

Samaritan Health Services Corvallis, Oregon
Account Analyst ~ June 2010- January 2011

- Provided account analysis services for hospital and clinic patients
- Collaborated with a team of other analysts to increase cash flow
- Analyzed accounts to correct coding and billing errors

Herrold Fish and Oyster Inc. Ilwaco, Washington
Secretary and Deckhand ~ Summer 2001-2009

- Performed clerical work including receptionist, customer relations, client updates, and managed company books
- Responsible for human resources duties including hiring processes, training new employees, compensation, and employee grievances.
- Corresponded with clients about the scheduling of orders
- Prepared invoices, payroll, financial, accounting, legal, and other required documents
- Collaborated with other employees to manage oyster hatchery

Peninsula Church Center Preschool and Daycare Seaview, Washington
Teacher's Assistant and Childcare ~ Summer 2007

- Planned curriculum and projects
- Supervised children on fieldtrips, in classroom, and on playground
- Communicated with parents and children about child's progress and behavior

MARINE RESOURCES COMMITTEE

(2 year term)

MEMBER	APPT DATE	REPRESENTING	EXPIRATION
Mike Nordin	10/27/2009	LOCAL GOVERNMENT	10/27/2013
Tim Crose	10/27/2009	Alternate	10/27/2013
Doug Kess (Reappt 4/2012)	10/27/2009	LOCAL CITIZENS	10/27/2013
Buck Smith	1/8/2013	Alternate	1/8/2015
Michael Spencer <i>Vacant</i>	4/10/2012	RECREATIONAL GROUPS Alternate	10/27/2013
Cathy Russ (Reappt 4/2012)	10/27/2009	ECONOMIC GROUPS	10/27/2013
Dan Todd (reappt 4/2012)	1/25/2011	Alternate	1/25/2013
Tom Kollacsh <i>Vacant</i>	10/27/2009 1/25/2011	CONS/ENVIRON. GROUPS Alternate	10/27/2013 1/25/2013
Kim Patten (reappt 4/2012)	10/27/2009	SCIENTIFIC COMMUNITY	10/27/2013
Key McMurry (appt 4/24/2012)	4/24/2012	Alternate	4/24/2014
Ray Gardner (reappt 4/2012)	10/27/2009	TRIBAL GOVERNMENT	10/27/2013
<i>Vacant</i>	10/27/2009	Alternate	10/27/2011
Tim Morris (reappt 4/2012)	10/27/2009	AQUACULTURE	10/27/2013
Brian Sheldon	1/25/2011	Alternate	1/25/2013
Dale Beasley (reappt 4/2012)	10/27/2009	COMMERCIAL FISHING	10/27/2013
Dwight Eager (reappt 4/2012)	10/27/2009	Alternate	10/27/2013
Mike Cassinelli <i>Vacant</i>	5/8/2012 1/25/2011	CITIES Alternate	5/8/2014 1/25/2013
Jackie Ferrier (appt 4/24/2012)	1/25/2011	STATE/FEDERAL GOVERNMENT	4/24/2014
Allen Lebovitz	1/22/2013	Alternate	1/22/2015
Kim Patten Kathleen Sayce (appt 4/24/12)	10/27/2009 4/24/2012	EDUCATION Alternate	10/27/2013 4/24/2014
Warren Cowell <i>Vacant</i>	11/13/2012 10/27/2009	AGRICULTURE Alternate	11/13/2014 10/27/2011
Jim Neva (reappt 4/2012)	10/27/2009	PORTS	10/27/2013
Mary DeLong	1/25/2011	Alternate	1/25/2013

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

10

PROCEEDINGS

9:00 AM
Tuesday, January 28, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01am

COUNTY COMMISSION and PERSONNEL PRESENT

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Director of Public Works/County Engineer
David Burke, Prosecuting Attorney
Mary Goelz, Director of Health & Human Services
Faith Taylor-Eldred, Director of Community Development
Jeff Nesbitt, Vegetation Management Director

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)

CONSENT AGENDA (Items 1-3, 5-9)

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 Public Works

**Accept Continuation Certificate #5782491 from Weyerhaeuser pertaining to
Road Haul Permit #2014-6**

**Accept Cash Bond from Warrenton Fiber Company/Nygaard Logging Co.
pertaining to Road Haul Permit #2013-14**

Flood Control Zone District #1

**Accept Perpetual Non-Exclusive Stormwater Easement from Blaine R. &
Cheryl J. Walker in conjunction with the 55th to 67th St Drainage Clean-out
Project**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

Health & Human Services Department

Approve Amendment #4 to Contract #2011-13 with Coastal Community Action Program for Individual Supported Employment program

Approve Amendment #4 to Contract #2011-13 with Coast Rehab for Individual Supported Employment, Group Supported Employment and Community Access

General Business

Minutes of regular meeting of January 14, 2014

Approve amendment to appointments of Commissioners' Boards/Commissions/Committees for 2014

Approve Vendor Claims

Warrants Numbered 120451 through 120472 - \$9,279.35

Warrants Numbered 120473 through 120555 - \$155,652.65

Warrants Numbered 120556 through 120641 - \$186,759.61

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

**Notice of Matt Reider, Planner probation completion as of January 17, 2014-
DEFERRED**

YEARS OF SERVICE AWARDS

15 Years: Virginia Leach (Clerk)

35 Years: Debbie Bannish (DPW)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Authorize the issuance of Call for Bids for South Valley Road Improvement project and authorize County Engineer & Clerk of the Board to set bid opening date when WA Dept. of Transportation approval is received

Approve request to "piggyback" on Clark County's bid from Albina Asphalt to provide CRS-2P oil

Approve hire of Marcus Lundy to fill Engineer Tech I/Facilities Maintenance position, Grade 8 Step 1, effective February 3, 2014, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Interagency Agreement with Pacific Conservation District for administration and operations of the Marine Resources Committee

Approve hire of Brian Warhol, Environmental Health Specialist, Grade 13 Step 1, effective February 3, 2014, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Authorize Coast Rehab to dispose of Group Supported Employment van

Approve temporary increase of Anna Miller, Behavioral Health Program Assistant from 0.50 FTE to 0.70 FTE for the month of January, 2014, subject to adequate budget appropriations

ITEMS REGARDING TREASURER'S OFFICE

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

Approve request for Tax Write-Off of property taxes as presented by County Treasurer

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve purchase of computer workstation, not to exceed \$1,500, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

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

Confirm the hire of Shanna Coty, Clerk Secretary/PREA Coordinator, Step 1, effective February 1, 2014, subject to adequate budget appropriations

Approve two additional phone extensions for the new Clerk Secretary/PREA Coordinator and Corrections Sergeant, subject to adequate budget appropriations

Approve purchase of two computer workstations for the new Clerk Secretary/PREA Coordinator and Corrections Sergeant, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve purchase of Ford Crown Victoria from ER&R in the amount of \$1,200, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2014-003 authorizing fy2013 budget category appropriation transfer

Approve Contract for Services with Crisis Support Network to provide low income housing services and services to prevent homelessness

Approve Special Employment Agreement with Steve Stigar, Fair Maintenance Manager

Approve Contract for Services with The Peninsula Poverty Response Team to provide outreach, planning and coordination for low income housing and services to prevent homelessness, subject to the inclusion of required insurance language

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve the Road Levy Certification for 2014 to be submitted to the County Road Administration Board and authorize Chair to sign and

PUBLIC HEARING – 10:00am

Chairman Rogers opened the Closed Record Appeal Hearing regarding Heather Hamilton's appeal of the Planning Commission's decision pertaining to her request for amendment to Section 7 of Ordinance No. 162.

Those wishing to testify were sworn in by the Clerk of the Board.

Tim Crose, Asst. Director of Community Development provided an overview of the request from Ms. Hamilton and the Planning Commission's decision to deny her request.

Will Penoyar, Attorney for Ms. Hamilton, presented her case to the Commissioners' asking they remand the Planning Commission's decision and allow for amendment to Section 7 of Ordinance No. 162.

Ms. Hamilton submitted a letter from Candy Glenn, who is a cranberry grower

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

and is in favor of the amendment. The letter was not considered due to the appeal hearing being closed record.

Chairman Rogers closed the appeal hearing.

Each Commissioner spoke and announced they supported the recommendations of the Planning Commission.

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

The requested amendment is inconsistent with Pacific County's Comprehensive Plan. This amendment would constitute spot zoning. The information provided in the Department of Community Development Staff Report is correct. The Planning Commission analysis of this matter is correct.

Based on these findings, the Board concluded that the requested amendment cannot be justified based on the Pacific County Comprehensive Plan and Ordinance No. 162. The Board also concluded that the requested action is improper because it constitutes illegal spot zoning.

RECESS – 10:30am

EXECUTIVE SESSION

10:35am for 10 minutes

RCW 42.30.110

Executive sessions. 1(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

BACK IN SESSION – 10:48am

Chairman Rogers announced that no decision was made during executive session.

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Acknowledge the completion of Matt Reider, Planner probation as of January 17, 2014

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING GENERAL BUSINESS

It was noted that Attachment A to Resolution 2014-003 authorizing fy2013 budget category appropriation transfer has been corrected.

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

Adopt Resolution 2014-004 amending the Public Records Policy and rescinding Resolution 2010-032

ADJOURNED – 10:51am

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 11

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: _____

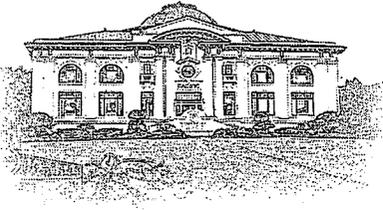
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input checked="" type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input checked="" type="checkbox"/> Other: <u>Kelli</u> |

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: <u>General Administration</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Kelli D. Buchanan, Administrative Assistant</u>	PHONE / EXT:
SIGNATURE:	DATE: <u>1/26/14</u>
NARRATIVE OF REQUEST	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>	
Confirm disposal of WSU Extension's inventory per the attached (to be reflected on 2013 inventory).	



Pacific County GENERAL ADMINISTRATION

Kathy Spoor, County Administrative Officer

MEMORANDUM

TO: Board of County Commissioners

FROM: Kelli D. Buchanan, Administrative Assistant *KDB*

DATE: January 26, 2014

RE: WSU Extension's Inventory – Disposals
(Reflected on 2013 Inventory)

Per the attached inventory information from WSU Extension, I would like to dispose the following inventory items. Thank you for your consideration.

<u>Asset #</u>	<u>Equipment</u>	<u>Reason for Disposal</u>
2952	Camera, Canon Power Shot	Replaced with new camera in 2013
2677	Camera, Digital Kodak	Outdated; Cannot locate
420	Computer	Previously transferred to Computer Services
2090	Printer, HP Photosmart	Replaced with new printer in 2013

Commissioners Current Inventory Report

Pacific County Inventory - 2013

Department	Cooperative Extension	Fixed Asset ID	Quantity	Date Purchased	Amount	Location
Equipment						
Camera, Canon Power Shot	replaced w/ fuji finepix 2952 *	1	7/14/2009	\$247.93	Courthouse Annex	
Camera, Digital Kodak	no longer works 2677 *	1	6/27/2006	\$792.20	Courthouse Annex	
Computer Laptop - Toni Gwin	not more works JH 100 deleted 2652	1	3/9/2006	\$1,535.60	Courthouse Annex	
Computer Network System	old extra one? 420 *	1	1/1/1996	\$550.00	Courthouse Annex	
Computer Workstation - Cindy	replaced w/ 3083 2954	1	1/27/2009	\$1,500.00	Courthouse Annex	
Computer Workstation, Dell OptiPlex 745-Extra Desk	JEANNIE *3083	1	4/12/2011	\$1,129.96	Courthouse Annex	
Computer Workstation, Dell OptiPlex 9020	3252	1	11/26/2013	\$1,151.94	Courthouse Annex	
Desk, Work Center/Station Oak	422	1	1/1/1990	\$1,293.00	Courthouse Annex	
HP Photosmart Printer	no longer works 2090 *	1	12/28/2001	\$199.98	Courthouse Annex	
Laminator, Desktop	replaced w/ HP M451DN Laserjet #CND532155 421	1	1/1/1996	\$180.00	Courthouse Annex	
PASystem, Portable, Lecternette	424	1	1/1/1985	\$675.00	Courthouse Annex	
Paper Folding Machine, Martin Yale Automatic	2075	1	12/11/2001	\$1,199.99	Courthouse Annex	
Projector, LCD Computer	2833	1	4/7/2008	\$856.00	Courthouse Annex	
Projector, Slide, Ring Master	428	1	1/1/1988	\$800.00	Courthouse Annex	
Project-o-Stand, Dalite	427	1	1/1/1996	\$140.00	Courthouse Annex	
Slide and Overhead Projectors w/ cases	429	1	1/1/1996	\$1,175.00	Courthouse Annex	
Trailer, Youth Adventures - Bruceport Park	3204	1	12/31/2012	\$2,176.00	Bruceport Park	
TV/DVD/VCR, Magnavox	2733	1	12/31/2006	\$259.99	Courthouse Annex	

Department Total: \$15,862.59

Handwritten notes: replaced w/ fuji finepix 2952 *, no longer works 2677 *, not more works JH 100 deleted 2652

Handwritten notes: old extra one? 420 *, replaced w/ 3083 JEANNIE *3083

Handwritten notes: no longer works 2090 *, replaced w/ HP M451DN Laserjet #CND532155 421

Handwritten note: do not have per Toni

Exhibit 9.14 **PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM**

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2952	DEPT/OFFICE: WSU Extension
EQUIPMENT DESCRIPTION: Camera, Canon Power Shot	LOCATION: Annex Building
MODEL NUMBER: PC1355	SERIAL NUMBER: 8526134602

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

DISPOSAL

DISPOSAL DATE: January 14, 2014	HOW DISPOSED: Waste Disposal
REASON FOR DISPOSAL: No longer functioning	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

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

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20__ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
1/28/14

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other <u>Kelli</u>

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: <u>General Administration</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Kelli D. Buchanan, Administrative Assistant</u>	PHONE / EXT:
SIGNATURE:	DATE: <u>1/26/14</u>
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm disposal of Health's inventory per the attached (to be reflected on 2013 inventory).	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>2704</u>	DEPT/OFFICE: <u>Health</u>
EQUIPMENT DESCRIPTION: <u>Computer Station</u>	LOCATION: <u>LB Health</u>
MODEL NUMBER: <u>745/1-86c2</u>	SERIAL NUMBER: <u>92xf1c1</u>

IS THIS EQUIPMENT STILL FUNCTIONING? YES NO

HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? YES NO

DISPOSAL

DISPOSAL DATE: _____	HOW DISPOSED: _____
REASON FOR DISPOSAL: _____	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: <u>Dec. 2013</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>Health</u>	TO (DEPT/OFFICE): <u>DPW</u>

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
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- How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

<p>Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.</p> <p style="text-align: right; margin-right: 50px;">_____ Clerk of the Board</p>
--

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2768	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: Computer Station	LOCATION: county annex
MODEL NUMBER: 745/2.4c2	SERIAL NUMBER: 8lnmyc1

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

DISPOSAL

DISPOSAL DATE: _____	HOW DISPOSED: _____
REASON FOR DISPOSAL: _____	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: <u>Dec. 2013</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>Health</u>	TO (DEPT/OFFICE): <u>DPW</u>

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
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- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2900	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: Computer Station	LOCATION: county annex
MODEL NUMBER: 755/2.33	SERIAL NUMBER: 3yovmf1

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

DISPOSAL

DISPOSAL DATE: _____	HOW DISPOSED: _____
REASON FOR DISPOSAL: _____	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: <u>Dec. 2013</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>Health</u>	TO (DEPT/OFFICE): <u>DPW</u>

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
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- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2904	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: Computer Station	LOCATION: county annex
MODEL NUMBER: 755/2.4	SERIAL NUMBER: 27pf2g1

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

DISPOSAL

DISPOSAL DATE: _____ HOW DISPOSED: _____
REASON FOR DISPOSAL: _____
IF SOLD, AMOUNT RECEIVED: _____ NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: Dec. 2013
TRANSFERRED FROM (DEPT/OFFICE): Health TO (DEPT/OFFICE): DPW

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
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- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: JANUARY, YEAR OF 2014

TOTAL EMPLOYEES: 176

TOTAL PAYROLL: \$ 746,430.51

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___11th___day of FEBRUARY 2014

Chairperson

Commissioner

Commissioner

Attest: _____
Clerk of the Board

RECEIVED
PACIFIC COUNTY

JAN 30 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, February 11, 2014, 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

120642 thru 120716 \$ 201,802.68

Warrants Dated: January 30, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JAN 30 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, February 11, 2014, 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:

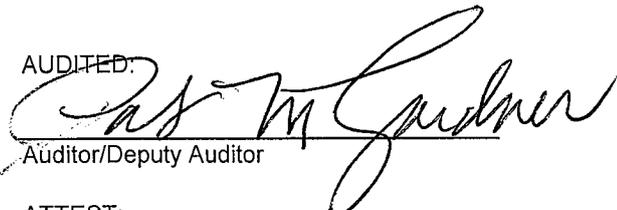
Vendors Claim Fund No. 692

120730 thru 120782 \$ 122,334.43

Warrants Dated: January 31, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

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, February 11, 2014, 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

120783 thru 120892 \$ 314,812.33

Warrants Dated: February 7, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

FEB - 7 2014

COUNTY CLERK



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|---|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input checked="" type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works DIVISION (if applicable): Roads
 OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer PHONE / EXT: 3368

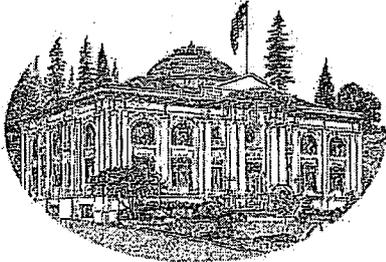
SIGNATURE: *Michael Collins* DATE: 2-03-14

NARRATIVE OF REQUEST

 Dept of Public Works opened sealed bids for the supply of Chiprock Bid No. 2014-01 on Monday, February 3rd 2014 at 9:00am. Please see attached bid tabulation and award documents.

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

Approv award of Chip Rock Bid No. 2014-01 to Naselle Rock & Asphalt Co. for delivery to the South County Administration Facility and to Naselle Rock & Asphalt Co. for delivery to the Willapa Stockpile Site and to Lebam School Site



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Board of County Commissioners

FROM: Mike Collins, Director/County Engineer

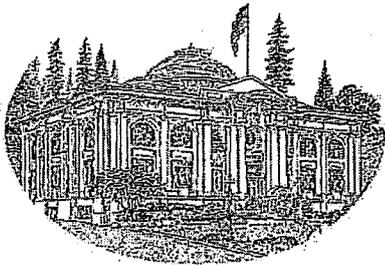
RE: **Award of Contract for South County Chip Rock Bid No. 2014-01
To Naselle Rock & Asphalt Co.**

Pacific County Department of Public Works solicited bids for 2400 tons of chip rock material, delivered to the South County PCAF Site. Two (2) bids was received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bid.

This office recommends the purchase of 2400 tons of chip rock material to be delivered to Pacific County Administration Facility, in the amount of \$49,200, bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your consideration.



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Chiprock Bidders

FROM: Michael Collins, Director of Public Works

RE: **Award of Contract for Chip Rock Bid No. 2014-01
to Naselle Rock & Asphalt Co.**

Pacific County Department of Public Works solicited bids for 2400 tons of chip rock material, delivered to the South County PCAF Site. Two (2) bids was received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bid.

This office recommends the purchase of 2400 tons of chip rock material to be delivered to Pacific County Administration Facility, in the amount of \$49,200, bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your interest in providing material to Pacific County and taking this opportunity to bid. It is appreciated.

2014 CHIP ROCK BID SHEET

South County Bids Only

Item	Quantities	Description	Unit Cost	Amount	Unit Cost	Amount
1	2400 tons	South County Site, PCAF	\$20.50	\$49,200.00	\$23.50	\$56,400.00
TOTAL				\$49,200.00		\$56,400.00

Lodestone Quarry Inc
PO BOX 308 Baycenter
WA 98527

Naselle Road & Asphalt Co
PO Box 5
Naselle WA 98638



COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066
Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Willapa Harbor Area
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Peninsula Area
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FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Board of County Commissioners

FROM: Mike Collins, Director/County Engineer

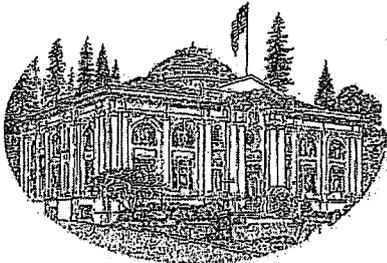
RE: **Award of Contract for South County Chip Rock Bid No. 2014-01
To Naselle Rock & Asphalt Co.**

Pacific County Department of Public Works solicited bids for 2400 tons of chip rock material, delivered to the South County PCAF Site. Two (2) bids was received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bid.

This office recommends the purchase of 2400 tons of chip rock material to be delivered to Pacific County Administration Facility, in the amount of \$49,200, bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your consideration.



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

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FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Board of County Commissioners

FROM: Mike Collins, Director/County Engineer

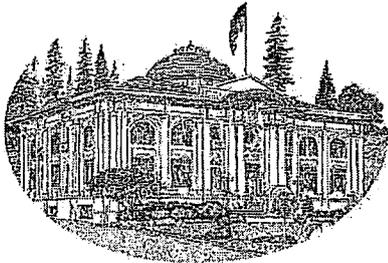
RE: **Award of Contract for North County Chip Rock Bid No. 2014-01
To Northwest Rock Inc.**

Pacific County Department of Public Works solicited bids for 2,000 tons of chip rock material, delivered to North County Willapa Stockpile Site and 500 tons to Lebam School Site. Two (2) bids were received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bids.

This office recommends the purchase of 2,000 tons of chiprock material to be delivered to Willapa Stockpile Site and 500 tons to the Lebam School by, Northwest Rock Inc., in the amount of \$56,000.00; bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your consideration.



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer.

Willapa Harbor Area
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FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Chiprock Bidders

FROM: Michael Collins, Director of Public Works

RE: **Award of Contract for Chip Rock Bid No. 2014-01
to Northwest Rock Inc.**

Pacific County Department of Public Works solicited bids for 2,000 tons of chip rock material, delivered to North County Willapa Stockpile Site and 500 tons to Lebam School Site. Two (2) bids were received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bids.

This office recommends the purchase of 2,000 tons of chiprock material to be delivered to Willapa Stockpile Site and 500 tons to the Lebam School by, Northwest Rock Inc., in the amount of \$56,000.00; bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your interest in providing material to Pacific County and taking this opportunity to bid. It is appreciated.

2014 CHIP ROCK BID SHEET
North County Bids Only

Item	Quantities	Description	Unit Cost	Amount	Unit Cost	Amount
1	2000 tons	North County Site, Willapa Stock Pile	\$22.00	\$44,000.00	\$23.50	\$47,000.00
1	500 tons	North County Site, Lebam School	\$24.00	\$12,000.00	\$24.50	\$12,150.00
TOTAL				\$56,000.00		\$59,150.00

Northwest Rock Inc.
642 Newskhan Rd. Aberdeen, WA
98520

Ladestone Quarry Inc.
PO BOX 508 Baycenter, WA
98527



COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer

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Peninsula Area
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FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: February 3, 2014

TO: Chiprock Bidders

FROM: Michael Collins, Director of Public Works

RE: **Award of Contract for Chip Rock Bid No. 2014-01
to Naselle Rock & Asphalt Co.**

Pacific County Department of Public Works solicited bids for 2400 tons of chip rock material, delivered to the South County PCAF Site. Two (2) bids was received from the solicitation. Please see the attached 2014-01 Chip Rock Bidders Sheet for a rendition of the bid.

This office recommends the purchase of 2400 tons of chip rock material to be delivered to Pacific County Administration Facility, in the amount of \$49,200, bid does not include sales tax.

Work will be completed as stated in the Invitation to Bid.

Thank you for your interest in providing material to Pacific County and taking this opportunity to bid. It is appreciated.

2014 CHIP ROCK BID SHEET

South County Bids Only

Item	Quantities	Description	Unit Cost	Amount	Unit Cost	Amount
1	2400 tons	South County Site, PCAF	\$20.50	\$49,200.00	\$23.50	\$56,400.00
TOTAL				\$49,200.00		\$56,400.00

Ledestone Quarry Inc.
PO BOX 308 Baycenter,
WA 98527

Naselle Rock & Asphalt Co.
PO Box 5
Naselle, WA 98638



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 February 25, 2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input checked="" type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> 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: FAIR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE:	DATE: 2/25/14
NARRATIVE OF REQUEST	
CONSIDER APPROVAL OF FACILITY USE AGREEMENT WITH AMERICAN RED CROSS AND THE PACIFIC COUNTY FAIR FOR TEMPORARY STORAGE OF DISASTER SHELTER SUPPLY TRAILER. RED CROSS WOULD BE ALLOWED TO STORE THE TRAILER AT NO COST.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Facility Use Agreement with American Red Cross for temporary storage of disaster shelter supply trailer at no cost and authorize Chair to sign	

Name of Contractor: _____

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): _____

Contract/Agreement/Grant/Amendment #:

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

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

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

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

Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please 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/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

**American Red Cross
Facility Use Agreement**

DR #: N/A Facility Name: Pacific County Fairgrounds, Menlo WA

Parties and Premises

Owner:

Legal name: Pacific County

24-Hour Point of Contact:

Name and title: Dotsi Graves, Fair Manager

Work-phone: 360-875-9300 ext 2288 Cell phone/pager: 360-942-7455

Address for Legal Notices:

300 Memorial Drive, South Bend, WA 98586

Red Cross:

Legal name: The American National Red Cross, a corporation under the laws of the United States

24-Hour Point of Contact:

Name and title: SW Washington Chapter, American Red Cross

Work phone: 360 693 5821 Cell phone/pager: _____

Address for Legal Notices:

3114 E. 4th Plain Blvd., Vancouver, WA 98661

with copies to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Building Address:

1006 SR 6, Menlo, WA 98641

Description of Premises:

Fairgrounds with numerous out buildings.

Terms and Conditions

1. Use of Premises. Owner agrees to allow the Red Cross to use and occupy, on a temporary basis, the Premises described above (the "Premises") in the Building identified above (the "Building") to conduct emergency, disaster-related activities. The Premises may be used for any of the following purposes (both parties must initial all that apply):

	Owner initials	Red Cross initials
Operations center	N/A	N/A
Client service center	N/A	N/A
Volunteer intake center	N/A	N/A
Storage of supplies	N/A	N/A
Parking of vehicles	DG	J.T.

No sheltering or lodging of clients or disaster victims is permitted, except as the parties may agree in a separate written agreement.

2. Term. The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

3. Fee. Both parties must initial the applicable statement below:

- a. Owner agrees not to charge any fee in recognition of the services provided by the Red Cross to the community. Owner initials: DG Red Cross initials: J.T.
- b. Red Cross agrees to pay \$0.00 per day/week/month (circle one) for the right to use and occupy the Premises. Owner initials: DG Red Cross initials: J.T.

4. Conduct of the Red Cross. Red Cross agrees to keep the Premises in good condition and promptly repair all damage to the Premises or the Building resulting from the operations of the Red Cross or reimburse Owner for the costs of repairing such damage in accordance with paragraph 6 below. The Red Cross agrees not to disrupt, adversely affect or interfere with other occupants of the Building.

5. Condition of Premises and Building. Owner makes no warranty or representation about the Premises or the Building. The Red Cross accepts the same "AS IS." Owner is under no obligation to prepare or repair the Premises or the Building for the Red Cross. The parties will jointly conduct a pre-occupancy survey of the Premises before it is turned over to the Red Cross. They will use the Facility/Shelter Opening/Closing Form, to record any existing damage or conditions. The Red Cross will exercise reasonable care while using the Premises and will make no modifications to the Premises without the Owner's express written approval.

6. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Premises or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	N/A	N/A J.T.
Gas	N/A	N/A J.T.
Electricity	N/A	N/A J.T.
Waste Disposal	N/A	N/A J.T.

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices.

7. Insurance. The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction in which the premises are located and \$1,000,000 in Employers' Liability.

8. Indemnification. Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

9. Owner's Right to Revoke for Cause. Upon reasonable prior written notice to the Red Cross, Owner may revoke the permission represented by this Agreement if Red Cross (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Owner describing same. If the permission license is so revoked, Red Cross shall vacate the Premises in a neat and orderly manner. Owner shall have all rights and remedies available to it under applicable law.

10. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Premises, this Agreement shall terminate and Red Cross shall have no right to restoration of the Premises or to receive any compensation whatsoever.

11. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address for Legal Notice set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of Legal Notice hereunder by providing the other party with notice of the new address.

12. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

Owner (legal name)	THE AMERICAN NATIONAL RED CROSS (legal name)
By (signature)	<i>Tod Thayer</i> By (signature)
Name (printed)	<i>Tod Thayer</i> Name (printed) Tod Thayer
Title	<i>Executive Director</i> Title SW WA Washington Chapter Executive
Date	<i>1-30-14</i> Date

**American Red Cross
Facility Use Agreement**

DR #: N/A Facility Name: Pacific County Fairgrounds, Menlo WA

Parties and Premises

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24-Hour Point of Contact:

Name and title: Dotsi Graves, Fair Manager

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Address for Legal Notices:
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Legal name: The American National Red Cross, a corporation under the laws of the United States

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Work phone: 360 693 5821 Cell phone/pager: _____

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with copies to:

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Fairgrounds with numerous out buildings.

Terms and Conditions

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	Owner initials	Red Cross initials
Operations center	N/A	N/A
Client service center	N/A	N/A
Volunteer intake center	N/A	N/A
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Parking of vehicles	DG	J.T.

No sheltering or lodging of clients or disaster victims is permitted, except as the parties may agree in a separate written agreement.

2. Term. The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

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Name (printed)	<i>Tod Thayer</i> Name (printed) Tod Thayer
Title	<i>Executive Director</i> Title SW WA Washington Chapter Executive
Date	<i>1-30-14</i> Date



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2-11-14

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 17

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPWAndy	<input type="checkbox"/> PACCOM	<input checked="" type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other Kelli

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: Public Works DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andrew B. Seaman, Computer Services Supervisor PHONE / EXT: 2271

SIGNATURE: Andrew B Seaman DATE: 2-6-14

NARRATIVE OF REQUEST

Pacific County Court Administration is using Windows XP on their court stenography system. In order to upgrade this system to support Windows 7 an investment of nearly \$10,000.00 would be required.

Alternately, Computer Services proposes we add an additional system to annual maintenance to allow the Court Stenographer access to e-mail and the network on an updated computer, and disconnect the XP computer thus removing the security threat from the network. We will still support both systems in the event of problems and routine maintenance. The cost of this solution will be \$660.00 for a one time "Year 3 True-up" and the \$1000 annual support fee. Court Administration currently owns the computer so no hardware cost is involved.

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

Approve addition of computer system for the Court Reporter due to XP computer issues, subject to adequate budget appropriations

Name of Contractor: Microsoft

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): Microsoft Enterprise Agreement

Contract/Agreement/Grant/Amendment #: 4837031

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

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

Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000) Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services Lease (Personal Property i.e. copier, printer) Lease (Real Property) Telecomm & Data Processing Other Services (Please 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/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form) Other (please describe): Additional Network Services Connection

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

\$610.00 +Tax in 2014 \$1000.00 or current annual fee beginning in 2015.

TOTAL COST/AMOUNT (include sales & use tax): \$657.58 TOTAL TAX: 47.58

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

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:



Board of Pacific County Commissioners
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REQUESTED MEETING DATE:
2-11-14

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 18

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: up to 8 computers; not to exceed \$5,300 including sales tax

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|---|---|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input checked="" type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input checked="" type="checkbox"/> Sheriff | <input type="checkbox"/> 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: <u>Public Works</u>	DIVISION (if applicable): <u>Computer Services</u>
OFFICIAL NAME & TITLE: <u>Andrew B. Seaman, Computer Services Supervisor</u>	PHONE / EXT: <u>2271</u>
SIGNATURE: <u>Andrew B Seaman</u>	DATE: <u>2-6-14</u>

NARRATIVE OF REQUEST

Pacific County Sheriff's Office is using Windows XP on several computers in Long Beach. As Windows XP has reached "end of life" at Microsoft and will no longer be patched for security vulnerabilities this creates significant network security risks to Pacific County.

Computer Services proposes we add an additional six systems to annual maintenance. This will allow these systems to be properly licensed for the current version of Microsoft Window and the removal of the XP computers, thus removing the security threat from the network. We will begin full support these systems including email, security, and general maintenance. The cost of this solution per station will be \$610.00 for a one time "Year 3 True-up" and the \$1000 annual support fee. Total 2014 cost is \$3,945.48. Pacific County currently owns better computers so these systems will be upgraded with no hardware cost involved at this time.

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

Approve the addition of up to eight additional computer systems to annual maintenance for the Sheriff's Office due to XP computer issues , subject to adequate budget appropriations

Name of Contractor: Microsoft

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Microsoft Enterprise Agreement

Contract/Agreement/Grant/Amendment #: 4837031

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

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

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

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 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): Additional Network Services Connection

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

\$3,660.00 +Tax in 2014
\$1000.00 or current annual fee beginning in 2015.

TOTAL COST/AMOUNT (include sales & use tax): \$3945.48 TOTAL TAX: 285.48

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

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:



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REQUESTED MEETING DATE:
 2-11-2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 19

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 Legal

OTHER: not to exceed \$3,180 including sales tax

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input checked="" type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> 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: Treasurer DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Shelly Flemetis, Chief Treasury Investment Officer PHONE / EXT: 2522

SIGNATURE: Shelly Flemetis DATE: 2/7/2014

NARRATIVE OF REQUEST

Pacific County Treasurer's Office is using Windows XP on their current check processing system because an upgrade is required to operate with Windows 7. As Windows XP has reached "end of life" at Microsoft and will no longer be patched for security vulnerabilities this creates significant network security risks to Pacific County.

Computer Services proposes the County purchase the upgrade to this package from our current vendor Technologies Unlimited, Inc. This will allow this system to be upgraded to the current version of Microsoft Windows and allow the removal of the XP computer, thus removing the security threat from the network. The cost of this upgrade will be \$3,180.00. The Treasurer's Office has purchased a laptop to install the software on to meet new State security requirements. It will be locked in the vault during non-business hours.

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

Approve upgrade request for computer system for the Treasurer's Office due to XP computer issues , subject to adequate budget appropriations



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 20

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: <i>2-04-14</i>
NARRATIVE OF REQUEST	
<p>Dept of Public Works is requesting Lloyd Houk to fill the Senior Engineering Technician position. Based on his qualifications and experience we would like request the BOCC approval to hire him as a grade 12 step 4. This is in the budget for 2014. Start date will be March 3, 2014. We'd like thank you for your consideration for this request.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve the hire of Lloyd Houk to fill Senior Engineering Technician position; Grade 12 Step 4, effective March 3, 2014, subject to adequate budget appropriations</p>	

PACIFIC COUNTY

New Employee / Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Lloyd Dennis Hawk Phone Number: 360-591-4883

Physical Address: 33 Gordon Road, Raymond, WA 98577

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration) See attached

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Department of Public Works

Position Title: Senior Engineering Technician

Phone/Ext.: _____ Start Date: 3-3-2014

Union: Yes which? _____ No Grade: 12 Step: 4

Monthly Hourly Pay Rate: \$ 3460.⁰⁰ Exempt from Overtime: Yes No

Position is:
Regular (1.00 FTE) Regular Part-Time _____ FTE Casual Temporary approx. end date: _____

Charge to BARS #: 10 . 42 . 310 . 542 . 10 (100 %)
_____. _____ . _____ . _____ . _____ (_____ %)
_____. _____ . _____ . _____ . _____ (_____ %)
_____. _____ . _____ . _____ . _____ (_____ %)

NOTE: Percentagos must equal 100%.

Michael Collins _____ 2-10-14
Signature of hiring official Date

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

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____
L&I Code _____ SUTA Code _____ Yearly Hours _____



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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 21

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt.
	<input type="checkbox"/> CIVI Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works DIVISION (if applicable): Roads

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

SIGNATURE:  DATE: 2-01-14

NARRATIVE OF REQUEST

Dept of Public Works is requesting Neil Wirkkala to fill Engineer Tech I/Facilities Maintenance position. He will start at grade 8 step 1. Start date March 3 2014

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

Approve the hire of Neil Wirkkala to fill Engineer Tech I/Facilities Maintenance position, Grade 8 Step 1, effective March 3, 2014, subject to adequate budget appropriations



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
February 11, 2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 22

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: Authorize Sheriff to sign; return signed original to Commissioners' office

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|--|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input checked="" type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE:	DATE: February 6, 2014
NARRATIVE OF REQUEST	
<p>Requesting Board of County Commissioners approval to purchase Spillman modules ERS Fire Interface, and HipLink Paging Interface. Spillman's interface with Emergency Reporting System (ERS) allows efficient report completion and information transfer from Computer-Aided Dispatch to the ERS fire and EMS reporting and records management system in use by fire jurisdictions. HipLink wirelessly transmits call information to a wide range of electronic communication devices, including pagers, smart phones, faxes, printers, laptop computers, landline phones, and more. Messages are sent from CAD in real time and can be sent manually, or the interface can be configured for automatic paging based on an emergency's nature and type.</p>	
FEB - 6 2014	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve the purchase of Spillman modules ERS Fire Interface, and HipLink Paging Interface and adopt Resolution 2014-<u>005</u> recognizing and authorizing purchase from Sole Source Provider</p>	

Name of Contractor: Spillman

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
N/A

Contract/Agreement/Grant/Amendment #: Quotations: QUO-03905-F1Q2S6 and QUO-03903-F6Q4B2 attached.
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 indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

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

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

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/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
Pacific County Communications uses the Spillman Computer Aided Dispatch program. While other interface options may be developed to interface with Spillman CAD, the cost would be prohibitive, leaving the sole-source option as the most cost efficient.

TOTAL COST/AMOUNT (include sales & use tax): \$58,329.50	TOTAL TAX: \$4220.40
TOTAL SHIPPING/HANDLING: N/A	EXPENDITURE FUND #: <u>160</u> .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014- _____

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF COMPUTER-AIDED-DISPATCH INTERFACE SOFTWARE MODULES AND INSTALLATION FROM A “SINGLE SOURCE OF SUPPLY” PROVIDER.

WHEREAS, the Pacific County Sheriff’s Office, Communications Division is in need of computer-aided-dispatch interface software for paging and fire incident reporting; and

WHEREAS, the Pacific County Sheriff’s Office requests approval to purchase computer-aided-dispatch interface software and installation; and

WHEREAS, Spillman, Inc. of Salt Lake City, UT is the sole vendor of the existing computer-aided-dispatch software with which the requested elements must digitally interface, and

WHEREAS, development of software by other vendors or the purchase of a new computer-aided-dispatch module would be cost prohibitive, now therefore

IT IS HEREBY RESOLVED that the purchase of fire and paging interface software and installation services is clearly and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff’s Office, Communications Division be authorized to purchase fire and paging interface software and installation services in the amount of \$58,329.50 including sales tax from the single source of supply provider— Spillman, Inc. and in accordance with competitive bidding requirements (*RCW 39.04.280*).

PASSED by the following vote this _____ day of _____, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board

Frank Wolfe, Commissioner

Quote and Purchase Addendum

Quoted Date: January 06, 2014
February 28, 2014

Quote Number: QUO-03903-F6Q4B2

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- HipLink Paging Interface - 5 Clients & 225 Receivers

Package Quote

\$51,703

Quote Includes Washington State Sales Tax.
Includes Core Hiplink Components Listed in Attachment A

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$3,955

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Pacific County Sheriff

Customer Name

Authorized Signature

Date

Print Name and Title

Quote and Purchase Addendum

Quoted Date: February 03, 2014 Quote Number: QUO-03905-G1Q2S6
 Quote Expiration Date: March 31, 2014 Prepared By: Tyler Holland

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- ERS Fire Interface

Package Quote
\$2,406

Quote Includes Washington State Sales Tax

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$188

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Pacific County Sheriff

Customer Name

Authorized Signature

Date

Print Name and Title





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

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
2/11/14

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 23

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: award repair of motor and purchase of auxiliary motor from Chinook Marine

RECEIVED
 PACIFIC COUNTY

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|---|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input checked="" type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

JAN 29 2014
 GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable): Patrol
OFFICIAL NAME & TITLE: Prepared by Chief Deputy Pat Matlock for the Sheriff	PHONE / EXT: 3398
SIGNATURE:	DATE: <u>1-28-14</u>
NARRATIVE OF REQUEST <p>The Pacific County Sheriff's Office recently received a grant in the amount of \$ 12,000.00 to replace our patrol vessel's main engine. The grant was awarded by the Region 3 Homeland Security Commission. The main engine was damaged during and active search and rescue mission. The grant funding also covers the addition of a new auxiliary (kicker) motor for the vessel, which hadn't previously had one. When the Sheriff's Office originally applied for the grant, the only items requested were a new main engine and auxiliary motor. We have since found the need for new emergency lights and a canvas bimini top. Those items may be approved at a later time by Region 3 Homeland security, if we have allotted funds left over from the original award. The Sheriff's Office has solicited three separate bids from marine repair services. All three companies are on the county works roster. The bids include both the main engine replacement/repair and a new auxiliary motor. Two bids are from Olympia area companies and the remaining bid is from Chinook Marine, located in Chinook WA. (See attachment for further explanation).</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p>Approve purchase of boat motor and auxiliary motor from Chinook Marine and recognize them as being the best and most responsive bid</p>	

The first bid is from South Sound Marine located in Tumwater Washington. The total amount of the bid that they presented is \$9,081.88. Their bid included the replacement/repair of the main engine and also the purchase and installation of the auxiliary motor. The auxiliary motor is listed as a 2014 Yamaha T 9.9 HP extra-long shaft with electric trim and tilt. This model is the top of the line version. The main engine price in this bid was for the base model 5.7 Long Block motor. This bid included the average price for this type of motor. This bid also noted that the prices for the main engine may vary depending on horsepower and design.

The second bid is from U.S. Marine Sales located in Olympia Washington. The total amount of the bid that they presented is \$ 8,134.22. Their bid included the replacement/repair of the main engine and also the purchase and installation of the auxiliary motor. The auxiliary motor on their bid is listed as a 2014 Yamaha T 9.9 LP HB. This model is the base version and costs appx. \$ 700.00 less than the auxiliary motors on the other two bids.

The third bid is from Chinook Marine in Chinook Washington. The total amount of the bid that they presented is \$10,635.78. Their bid included the replacement/repair of the main engine and also the purchase and installation of the auxiliary motor. The auxiliary motor on their bid is listed as a 2014 Yamaha T 9.9 XP HB. This model is the top of the line version. This bid includes the initial work done on the vessel to diagnose the problem.

The Sheriff's Office is requesting that the repair bid be awarded to Chinook Marine. The reason why is outlined below:

The Sheriff's Patrol vessel is currently housed at Chinook Marine. After the malfunction of the engine, the vessel was taken there for diagnosis. Chinook Marine disassembled the engine and found that it was "blown" and not workable. This incurred labor hours on their part. Their shop rate is \$ 90.00 per hour. If we were to take our vessel to another vendor such as the other two, we would have to have Chinook Marine re-assemble our vessel's engine which would incur more shop time at \$90.00 per hour. We would have to pay an overtime wage to a deputy to transport the vessel from Chinook Marine to one of the other two vendors in the Olympia area. We would also incur expenses for fuel and mileage on our vehicle that we used to tow the vessel. We believe that the amount of expenses that we would incur by taking the vessel to one of the other two vendors will offset or even be more than the amount of Chinook Marine's bid.

We also believe that having a Marine Repair center that is familiar with our vessel and that is close to our location is vital to the safety of the crew operating the vessel as well as the safety of the citizens of Pacific County.

MARINE SERVICE ORDER

CHINOOK MARINE REPAIR, INC.

P.O. Box 61
CHINOOK, WASHINGTON 98614
(360) 777-8361

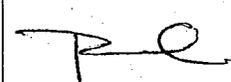
16089		<input type="checkbox"/> RETAIL <input type="checkbox"/> WARRANTY	<input type="checkbox"/> INTERNAL <input checked="" type="checkbox"/> ESTIMATE	ORDER WRITTEN BY
NAME: Pacific County Sheriff		DATE RECEIVED: 11/10/14		DATE PROMISED
ADDRESS:		PHONE:		DATE COMPLETED
CITY:		STATE:		ZIP:
PRODUCT MAKE /MODEL:		ENGINE MAKE/MODEL:		SERIAL NO. ENGINE #1
SERIAL NO. DRIVE #1		TANKS BATTERY KEY NO. REGISTRATION NO.		SERIAL NO. ENGINE #2
SERIAL NO. DRIVE #2		NATURE OF SERVICE REQUEST		<input type="checkbox"/> STORAGE FROM TO
DESCRIPTION OF WORK				AMOUNT
Estimate for installing new engine + outboard on Sheriff Rescue Boat				
22 hrs labor @ 90 ⁰⁰ R+R engine Install Outboard				
I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the unit herein described on any waterways or elsewhere for purposes of testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on above unit to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to the unit (or articles left in or with the unit) in case of fire, theft, accident, inclement weather conditions or any other cause beyond your control.				
TOTAL LABOR				1980 ⁰⁰
TOTAL PARTS				7886 ²¹
OUTSIDE REPAIRS <input type="checkbox"/> LAUNCH <input type="checkbox"/> DELIVER <input type="checkbox"/> HAUL-OUT <input type="checkbox"/> PICK-UP				
SUB-TOTAL				9866 ²¹
TAX				769 ⁵⁷
GAS				
TOTAL				10635 ⁷⁸

QTY.	PART NO. and DESCRIPTION	AMOUNT
1	2541-S1 Long Block 5.7	4200 ⁰⁰
2	856034 Gasket 15 ⁹⁸	31 ⁹⁶
1	3857662 Gasket	91 ⁵²
5	Oil 475	23 ⁷⁵
1	3850559 Filter	9 ⁹⁸
1	Fuel Pump Gasket	3 ⁵⁰
2	Riser Gasket 6 ⁵⁰	13 ⁰⁰
2	Coolant 15 ⁰⁰	30 ⁰⁰
1	Carb Gasket	7 ⁵⁰
1	Thermostat Gasket	5 ⁰⁰
1	T9.9 XPHB Yamaha 3470	00
TOTAL PARTS		

(MAY BE CONTINUED ON OTHER SIDE)

MARINE SERVICE ORDER

U.S. MARINE SALES
 Complete Sales & Service
 3525 Pacific Ave. S.E.
 OLYMPIA, WA 98501
 (360) 455-0788

<input type="checkbox"/> RETAIL <input type="checkbox"/> INTERNAL <input type="checkbox"/> WARRANTY <input checked="" type="checkbox"/> ESTIMATE		ORDER WRITTEN BY 	
NAME: <u>Pacific County Sheriff</u>		DATE RECEIVED: <u>1-10-14</u>	DATE PROMISED:
ADDRESS:		PHONE:	DATE COMPLETED:
CITY:		STATE:	ZIP:
PROPN. MAKE MODEL: <u>YAMAHA</u>	ENGINE MAKE/MODEL: <u>KODIAK JET</u>	SERIAL NO. ENGINE #1:	SERIAL NO. DRIVE #1:
TANKS:	BATTERY:	KEY NO.:	REGISTRATION NO.:
NATURE OF SERVICE REQUEST: <u>Email</u>		FROM: <u>PMAATLOCK & CO. PACIFIC, WA, US</u>	
DESCRIPTION OF WORK:		AMOUNT:	
REMOVE OLD ENGINE DISASSEMBLE AND CLEANUP			
REQUEST AND OLD PARTS - REASSEMBLE ALL ON NEW			
REMOVE LONG BLOCK REPAIR - CLEAN BILGE - COMPLETE.			
REPLACE ALL TRASHION PARTS W/ NEW - CHECK			
U-JOINT AND DRIVE SHAFT BEARING - REDRUSHED			
ENGINE BACK IN BOAT AND WATER TEST - ALSO			
TRASHED NEW 2014 YAMAHA T9.9 LPHB			
CUT BOARD MOTOR -			
NEW YAMAHA T9.9 LPHB		2797.00 2797.00	
TOTAL LABOR		1140.00	
TOTAL PARTS		3527.30	
OUTSIDE REPAIRS			
<input type="checkbox"/> LAUNCH <input type="checkbox"/> DELIVER <input type="checkbox"/> HAUL-OUT <input type="checkbox"/> PICK-UP			
SITE SUPPLY/HAULING		12.00	
SUB-TOTAL		7476.30	
TAX		657.92	
GAS			
TOTAL		8134.22	
I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the unit herein described on any waterways or elsewhere for purposes of testing, inspection, or delivery at my risk. An express mechanic's lien is acknowledged on above unit to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to the unit (or articles left in or with the unit) in case of fire, theft, accident, inclement weather conditions or any other cause beyond your control.			
AUTHORIZED BY:			

QTY.	PART NO. and DESCRIPTION	AMOUNT
1	5.7 MPI Long Block	3157.00
1	Gasket Kit -	165.00
8	WASPOR plugs	37.20
1	OIL FILTER	9.80
6	QTS Engine Oil	42.90
1	FUEL/WATER FILTER	11.50
1	DIST COIL + Rotor Kit	90.00
2	Engine Paint	19.90
TOTAL PARTS		3527.30

(MAY BE CONTINUED ON OTHER SIDE)

Dealer Pool.com

estimate



SOUND MARINE REPAIR LLC
 (The Marine Parts Store)
 7616 OLD HIGHWAY 99 SE
 TUMWATER, WASHINGTON 98501
 (360) 943-2226

NAME PACIFIC County Sheriff		PHONE 360-875-9398	DATE 7-10-14
STREET 310 MEMORIAL drive		CITY South Bend WA	STATE ZIP 98586
YEAR 1996	OR	MAKE	MODEL
REGISTRATION NO.	SERIAL NO.	ODOMETER	ESTIMATE PREPARED BY LARRY SKREWS
INSURANCE CO.	ADJUSTOR		

REPLACE	REPAIR	DESCRIPTION	PARTS	LABOR	REFINISH	SUBLET
1		*5.7L Long Block this motor comes with a 18 mo parts and labor warranty	\$2600.00	\$1440.00		
1		CORE CHARGE if needed, if block has no visible cracks or holes core charge would be waived	\$4800.00			
1		oil, oil filter, sparkplugs, + stat, misc gaskets, fluids ect	\$2500.00			
		shop supplies and enviro fees	\$500.00			
		2014 T9.9HP YAMAHA 4 stroke extra long w trim and fit	\$3535.00			
*NOTE THIS IS AN AVERAGE PRICE ON THIS MOTOR, PRICE MAY VARY DEPENDING ON HORSEPOWER, ROLLER RIFTERS, VORTER ect						
TOTALS						

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above repairs:

SIGNED: _____

DATE: _____

TOTAL PARTS	\$ 6915.00
TOTAL LABOR	\$ 1440.00
TOTAL REFINISH	\$
TOTAL SUBLET	\$ 8355.00
TAX	\$ 726.88
TOTAL	\$ 9081.88



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 24

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/14/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input checked="" type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other 367C

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: ASSESSOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR	PHONE / EXT: 2208
SIGNATURE:	DATE: 1-27-14
NARRATIVE OF REQUEST	
BLAIR SWOGGER HAS BEEN SELECTED TO FILL THE .75 FTE IN THE ASSESSORS OFFICE AT GRADE 9 STEP 1 AS APPROVED IN 2014 BUDGET	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the hire of Blair Swogger to fill vacant 0.75 FTE Administrative Assistant II, Grade 9 Step 1, effective March 10, 2014, subject to adequate budget appropriations	



REQUESTED MEETING DATE:

2/11/2014

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 25

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: Acknowledged resignation and approved filling vacancy

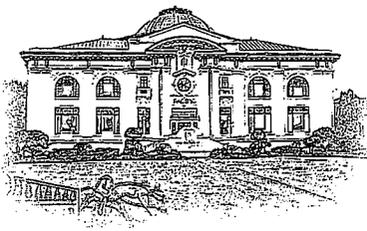
DISTRIBUTION LIST:

- | | | | | |
|------------------------------|---|-----------------------------------|--|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input checked="" type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input checked="" type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> 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: <u>Prosecutor's Office</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>David Burke, Prosecuting Attorney</u>	PHONE / EXT:
SIGNATURE:	DATE:
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept resignation of Mark McClain, Chief Deputy Prosecutor, effective February 17, 2014 and authorize the filling of the vacant position	



Pacific County
PROSECUTING ATTORNEY

David Burke, Prosecutor

MEMORANDUM

TO: PACIFIC COUNTY COMMISSIONERS

FROM: DAVID J. BURKE, PACIFIC COUNTY PROSECUTOR DTB

DATE: JANUARY 28, 2014

RE: MARK MCCLAIN

I have just received Mark McClain's letter of resignation. Accordingly, I am asking you to authorize the filling of my Chief Deputy position.

RECEIVED
PACIFIC COUNTY

JAN 29 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

January 29, 2014

David J. Burke
Pacific County Prosecutor
300 Memorial Avenue
South Bend, WA 98586

RE: Resignation of Appointment

Dr. Burke,

I hereby tender my resignation of my appointment effective February 17, 2013.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark McClain', with a long horizontal flourish extending to the right.

Mark McClain



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 26

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input checked="" type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/3/2014
NARRATIVE OF REQUEST	
<p>Fire District #3 has requested authorization to add a third bay to the Menlo Fire Station.</p> <p>The attached Intergovernmental Agreement with FD #3; Section 4. Alterations states: No structural or capital expansions of or additions to the Fire Station/Fair Office building or other external appurtenances shall be made by the FIRE DISTRICT without the consent of the COUNTY.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve request from Fire District #3 to add a third bay to the Menlo Fire Station, subject to obtaining all required permits prior to construction</p>	

Dear Pacific Co. Commissioners,

Pacific Co. Fire District # 3 would like to add a third bay to the Fire Station in Menlo. At the present time we have a vehicle parked outside the station. With the inclement weather we have this is not the best situation, as this takes a toll on the vehicle. The Fire District will cover all the cost of the new addition, including permits, ground work and construction. I have also enclosed a drawing and measurements of the new building . If approved this will be a great benefit to the Fire District. Any further questions please contact me at the following.

Cell# 360-942-8147

email - garypcfd3@gmail.com

Thanks



Gary Schwiesow

Fire Chief

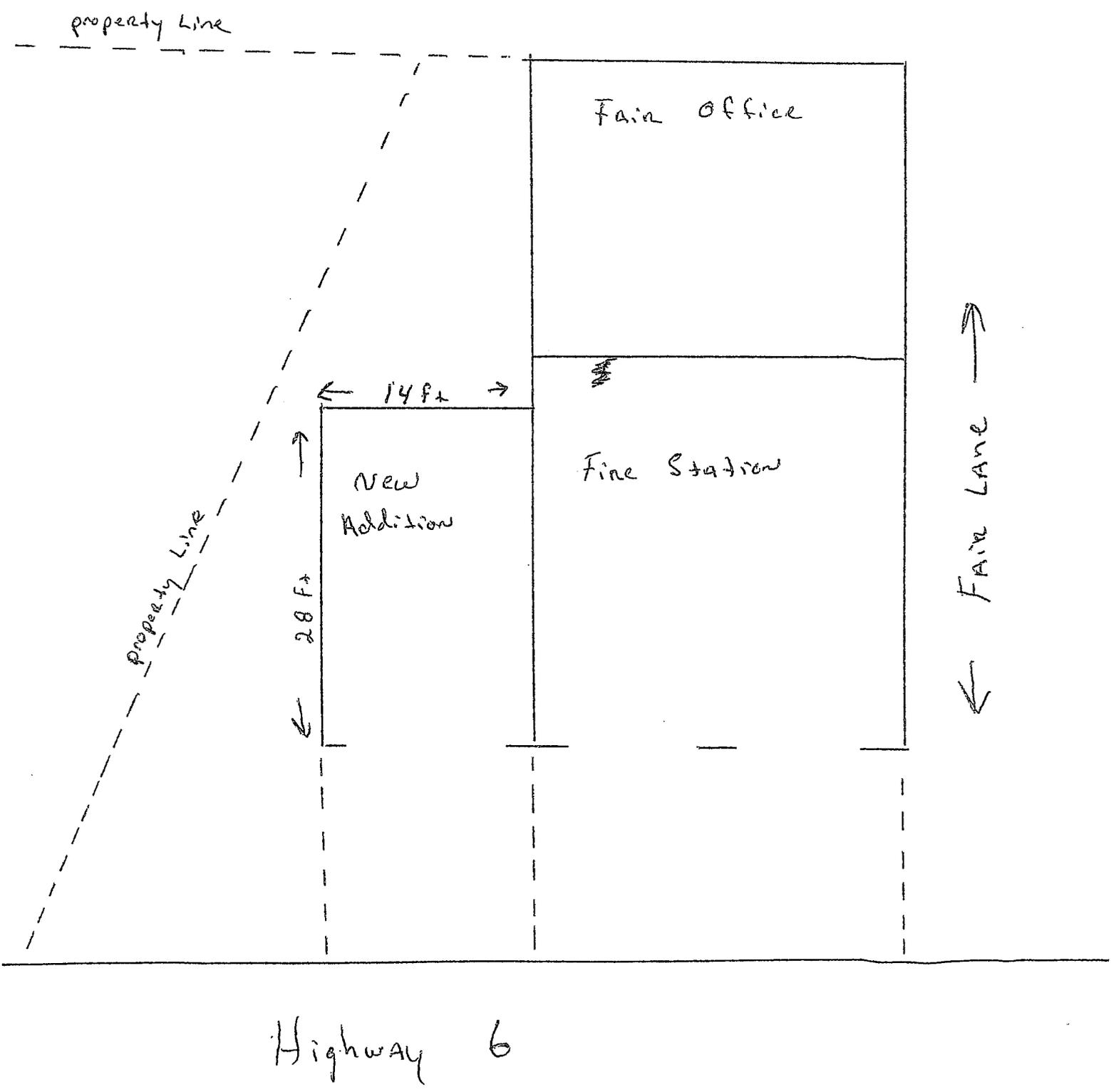
Pacific Co. Fire Dist # 3

RECEIVED
PACIFIC COUNTY

JAN 22 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

New addition will be Approx eleven feet of the property line



of such option. Notice of the intent to exercise an option must be provided to the COUNTY in writing at the address provided in Section 17 below and must be given no later than 120 days prior to the expiration of any current term. At the termination of this AGREEMENT, the FIRE DISTRICT agrees to quit and surrender the building to the COUNTY peaceably.

2. RENTAL:

The FIRE DISTRICT agrees to construct a 36'W X 81'L X 16'H pole building Fire Station/Fair Office including all interior improvements as described in ATTACHMENT "A" to this AGREEMENT on Parcel No. 13081133038 in compliance with the laws and regulations of the State of Washington and Pacific County. Such building will be constructed and will be ready and approved for occupancy by the 1st of August, 2008. The cost and expense of design, construction, and permitting of said Fire Station/Fair Office shall be at the sole expense of the FIRE DISTRICT. The FIRE DISTRICT shall provide access to, occupancy and use of the rear of the building designated as "FAIR OFFICE SPACE" in ATTACHMENT "A" to the COUNTY at no cost, for use as the Pacific County Fair Office or for other Fair related activities, during the entire term of this AGREEMENT. Provision of such building space and access/occupancy to the COUNTY shall constitute full payment of any and all rent due the COUNTY for use and occupancy of the remainder of the building and site by the FIRE DISTRICT as per this AGREEMENT.

3. PURPOSE:

Parcel No. 13081133038 shall be used by the FIRE DISTRICT for lawful purposes consistent with the operation of a FIRE STATION and reasonably related uses and for no other purpose without the written consent of the COUNTY being first obtained. The COUNTY agrees that it will use the portion of the building occupied by the COUNTY for lawful purposes consistent with the operation of the PACIFIC COUNTY Fairgrounds.

4. ALTERATIONS:

No structural or capital expansions of or additions to the Fire Station/Fair Office building or other external appurtenances shall be made by the FIRE DISTRICT without the consent of the COUNTY. All buildings, roadways, utilities, equipment foundations and alterations, additions, and improvements in existence at the time of the expiration of this agreement or made in or to the premises thereafter shall, unless otherwise provided by written agreement, be the property of the COUNTY and remain and be surrendered with the premises at the termination of this AGREEMENT. The FIRE DISTRICT waives all claims for damages to or loss of any improvements belonging to the FIRE DISTRICT that may be in or upon the premises, and relinquished to the COUNTY at termination of this AGREEMENT. The transfer of improvements owned by the FIRE

DISTRICT pursuant to this contractual provision is partial consideration for the agreed rental rate. Additionally, this section shall not be deemed to transfer ownership from the FIRE DISTRICT of its furniture, fixtures, equipment and improvements installed by the FIRE DISTRICT. So long as the FIRE DISTRICT is not in default with respect to this AGREEMENT, the FIRE DISTRICT shall retain sole ownership of the building structure described in ATTACHMENT "A" during the term of this AGREEMENT. Furniture, fixtures and equipment shall be removed by the FIRE DISTRICT upon termination of this AGREEMENT. Upon such termination, the FIRE DISTRICT will leave the building in a clean and tidy condition.

The FIRE DISTRICT agrees to maintain the building in a safe and orderly condition, free from nuisances and dangerous or defective conditions, such that the building and/or grounds will not constitute a nuisance or threat to the COUNTY or to the general public.

5. UTILITIES:

The FIRE DISTRICT agrees that it shall ensure sufficient connection of electrical power service to serve the entire needs of the building. Further, the FIRE DISTRICT agrees to maintain said electrical service in a safe and functional condition at all times during the term of the AGREEMENT, and to fully and promptly pay for the on-going cost of power utilities to the building throughout the term of this AGREEMENT. The COUNTY agrees to connect the building to the Pacific County Fair on-site septic disposal system and public water service, to fully and promptly provide or pay for the on-going cost of water and on-site septic service throughout the term of this AGREEMENT. The parties to the agreement agree that providing and paying for all other utilities, including telephone and communications, shall be the sole responsibility of each party based upon its own usage. Each party to this AGREEMENT agrees to take reasonable care and precautions in usage of utilities and utility infrastructure to minimize potential cost and/or damage to the utilities provided by or to the other party.

6. LIENS:

The FIRE DISTRICT shall keep the building and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanic's, material men's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operation of the FIRE DISTRICT, and alteration, improvement, or repairs or additions which the FIRE DISTRICT may make or permit to cause to be made, or any work or construction, by, for, or permitted by the FIRE DISTRICT on or about the premises, or any obligations of any kind incurred by the FIRE DISTRICT, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based. The FIRE DISTRICT shall indemnify the COUNTY and all of the



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 27

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: February 3, 2014
<p>NARRATIVE OF REQUEST</p> <p>A citizen has expressed interest in purchasing county-owned tax-title parcel #10091014150. This parcel was deeded to the county upon conclusion of the most recent foreclosure auction on December 6, 2013, in which no acceptable bids were received at the attempted public auction of the property. Per Chapter 36.35 RCW, tax-title property may be disposed of without bids in certain cases.</p> <p>My request is that the Board:</p> <ul style="list-style-type: none"> • acknowledge that county-owned parcel #10091014150 may be sold by private negotiation in accordance with Chapter 36.35 RCW; and • authorize the management & fiscal analyst to first notify all property owners adjacent to parcel #10091014150, informing them that the county has been approached by a citizen interested in purchasing this property. 	
<p>RECOMMENDED MOTION</p> <p>Acknowledge sale of county owned parcel #10091014150 by private negotiation in accordance with Chapter 36.35 RCW</p>	



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 2/11/14

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 28

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Kathy Spoor PHONE / EXT: _____

SIGNATURE: *Kathy Spoor* DATE: 2-5-14

NARRATIVE OF REQUEST

Attached for your consideration is an Application Authorization needed to apply for Aquatic Lands Enhancement (ALEA) grant funds. Ron Craig, and the Friends of Willapa National Wildlife Refuge (FWNWR), have requested the County sponsor a potential application for funding to construct a trail that will provide access to the restored Bear River Estuary. The regulations associated with these funds require the County to authorize submitting of an application. There is a 10% match requirement which is going to be provided by FWNWR as in-kind and cash. The total amount has not been determined at this time. The grant application is due in June of this year and finalized plans and costs have yet to be completed. This is a project that has been in the planning stages for some time. The trail is located on refuge property. US Fish and Wildlife is an active partner on this project and have committed the property. The design for the trail is complete, including the necessary permits. If grant funds are awarded we will enter into a contractual agreement with FWNWR and US Fish and Wildlife, for completion of the project. The County's role will be a "pass through" agency.

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

Move to approve Aquatic Lands Enhancement Account Application Authorization on behalf of the Friends of Willapa National Wildlife Refuge

State Agency
Aquatic Lands Enhancement Account
Application Authorization
Development Type Project

Organization Name: Pacific County/on behalf of the applicant: Friends of Willapa National Wildlife Refuge (FWNWR)

Project Name: Bear River Estuary Restoration, Viewing Platform and Water Access Trail (Bear River Trail)

WHEREAS, under the provisions of the Aquatic Lands Enhancement Account (ALEA), state grant assistance is requested to aid in financing the cost of development; and

WHEREAS, our organization considers it in the best public interest to complete this project described in the application;

NOW, THEREFORE:

1. The Bear River Trail Project Manager for the FWNWR is authorized to make formal application to the Recreation and Conservation office for grant assistance;
2. Any assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Pacific County hereby certifies that the matching share of project funding will be derived from FWNWR as in-kind and cash donations, and that FWNWR through a contractual agreement with the County is responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning applicant will only request payment from the Recreation Conservation Office after eligible and allowed costs have been incurred and payment remitted to vendors, and that the Recreation and Conservation Office will hold retainage until project is deemed complete.
5. We acknowledge that any facility developed and/or property restored through grant assistance from Recreation Conservation Board must be reasonably maintained and made accessible to the general public, unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board. This will be accomplished through a contractual agreement with the FWNWR and the US Fish and Wildlife Services.

6. We acknowledge that any facility developed and/or property restored through grant assistance from Recreation Conservation Board must be dedicated for public purposes, and be retained and maintained for perpetuity unless otherwise provided and agreed to by the Recreation and Conservation Funding Board. This will be accomplished through contractual agreements between the County and FWNWR, and the US Fish and Wildlife Services.
7. This application authorization becomes part of a formal application to the Recreation and Conservation Office for grant assistance, and
8. Pacific County, through a contractual agreement with FWNWR, will provide appropriate opportunity for public comment prior to submittal of an application, and the US Fish and Wildlife Service has provided public comment on this project through their CCP/EIS development.

Signed and approved by the following authorized representative(s):

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner



AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 29

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 2/11/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input checked="" type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 2-5-14
NARRATIVE OF REQUEST	
<p>Enclosed for your approval is a tentative agreement reached with Teamsters Local 252 (Non-Commissioned). This is a three year agreement, effective January 1, 2014. It includes the same COLAs given Local 367C and management; 2 1/2%, 2 1/2%, 1 1/2%. The original offer to this group was for 2%, 2% and 1%. The additional 1/2% per year was added when they agreed to eliminate their shift differential pay. The agreement includes a \$25 per month, per year, increase in the County's health benefit contribution. There were also some language changes that were primarily "clean up". I am very pleased with this agreement and would recommend your approval. I would like to publicly thank, and recognize, Mike Hess and Jamie Souvenir for their professionalism and assistance in ratification of this agreement.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve the 2014-2016 Pacific County Sheriff's Office (Non-Commissioned & Non-Law Enforcement Officers) Collective Bargaining Agreement <i>2016</i></p>	

Name of Contractor: _____

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
2014-2017 Pacific County Sheriff's Office (Non-Commissioned & Non-Law Enforcement Officers) Collective Bargaining Agreement

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

To be located at: _____ Labor Agreement

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

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

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

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

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

1. INTRODUCTION	1
1.1. PREAMBLE	1
2. RECOGNITION	1
2.1. AUTHORITY	1
2.2. SCOPE OF THE BARGAINING UNIT	1
3. UNION SECURITY	1
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1. INTRODUCTION

1.1. Preamble

1.1.1. This Agreement is made and entered into by and between the Board of Pacific County Commissioners ("Board") and the Pacific County Sheriff ("Sheriff") on behalf of the County of Pacific, Washington ("Employer"), and the Chauffeurs, Teamsters & Helpers Union Local No. 252 ("Union") to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington.

1.1.2. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

2. RECOGNITION

2.1. Authority

2.1.1. All collective bargaining with respect to wages, hours, and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.2. Scope of the Bargaining Unit

2.2.1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time employees (defined in Section 5) of the Pacific County Sheriff's Office, excluding employees filling unclassified positions authorized by RCW 41.14.070, law enforcement officers (defined in RCW 41.26.030), and emergency appointed employees.

3. UNION SECURITY

3.1. Employment Requirement

3.1.1. It is agreed that all eligible employees shall become members of the Union within thirty one (31) calendar days of employment and shall remain in good standing with the Union during the term of this Agreement as a condition of employment. The rights of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member are safeguarded in accordance with RCW 41.56.122.

3.1.2. The Employer, upon notification by the Union that an employee has not achieved or maintained good standing in the Union by payment of required dues and initiation fees, agrees to immediately suspend such employee without pay for seven (7) working days or until such time as the individual becomes a member in good standing with the Union, whichever comes first. Employees failing to meet the requirements set forth in this provision shall have their employment terminated by the Employer.

3.1.3. The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision.

3.2. Check Off of Union Dues & Initiation

3.2.1. Pursuant to RCW 41.56.110, any employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a contribution toward the administration of this Agreement. Employees who fail to meet this requirement shall be subject to suspension and/or termination as set forth in Section 3.1., EMPLOYMENT REQUIREMENT. The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body an employee is a member are safeguarded. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission shall designate the charitable organization.

3.2.2. The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) days after the date such deductions were or should have been made.

4. MANAGEMENT RIGHTS

4.1. Customary Functions

4.1.1. Except as limited by an express provision of this Agreement and subject to RCW 41.14 and the Pacific County Civil Service Rules, the Employer shall retain the right to exercise the customary functions of management so long as any adjustments do not constitute a unilateral change in wages, hours and/or working conditions. These rights include directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including the introduction of new equipment, the right to hire, lay off, transfer, promote and discipline, and to determine work schedules, assign work and determine time and location of an employee's work shift.

4.1.2. The parties hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer and, as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within their respective job classifications within the bargaining unit.

4.1.3. The parties agree that due to possible budgetary restrictions during the life of this Agreement there may be reductions in force. Should the reduction in force cause an emergency situation to exist, the Employer may require specific bargaining unit members to work outside of their normal civil service classifications for a period not to exceed thirty (30) calendar days. The burden of proof shall be upon the Employer to justify that an emergency exists. No bargaining unit employee shall suffer a loss or a gain in pay for working out of classification during the term of the "emergency". Use of this provision in excess of the thirty (30) calendar day period or an alleged misapplication may be addressed through whatever legal recourse is available.

4.2. Contracting of Services

4.2.1. Contracting of services shall be permitted based upon mutual agreement between the Employer and the Union. If the Sheriff and the Union cannot mutually agree to such proposal, the proposal shall be submitted to a three (3) person arbitration panel for resolution. The Sheriff and the Union shall each pick one (1) member of the panel and the two (2) members so picked shall pick the third presiding member to hear the issue at hand. The Sheriff and the Union will present their positions to the arbitration panel. The panel may meet to privately discuss the proposal and shall render a written decision which shall be final and binding on both parties unless such decision violates any federal or state laws or local civil service rule, in which case the decision of the panel would be subject to review.

4.2.2. In consideration of the aforementioned provision, all such contracts entered into during the term of this Agreement shall contain a proviso whereby the contract entered into shall be terminated by the Sheriff with not more than sixty (60) calendar days' notice to the contractor. The contractor shall be notified of the pending contract termination at the same time bargaining unit employees are notified of a pending layoff or reduction of employment hours. Following the cancellation of the contract, all hours made available by such cancellation(s) shall be offered to qualified bargaining unit employees during the duration of a lay off or reduction of employment hours.

4.3. Hiring Authority

4.3.1. Subject to written confirmation by the Board that authorized vacancies exist, the Sheriff shall have the authority to hire from certified registers provided by the Pacific County Civil Service Commission.

5. EMPLOYEE DEFINITIONS

5.1. General Classifications

5.1.1. Within each general type defined below, employees will be further classified as full-time, part-time, or casual depending upon the hours that they are regularly scheduled to work on a continuous basis.

- a) Full-time refers to an employee regularly scheduled to work forty (40) hours or more within a designated work week.
- b) Part-time refers to an employee regularly scheduled to work at least eighty (80) hours a month, but less than forty (40) hours within the designated work week.
- c) Casual refers to an employee not regularly scheduled to work or scheduled to work less than eighty (80) hours a month. A Casual employee who works eighty (80) hours or more in each of two (2) consecutive calendar months shall be deemed to be a probationary or temporary employee, as applicable and shall be provided benefits accordingly. Casual employees do not accrue seniority for application under the terms and conditions of this agreement.

5.2. Probationary Employee

5.2.1. An employee appointed by the Sheriff from a certification list provided by the Pacific County Civil Service Commission who has not yet completed twelve (12) consecutive months of employment. A probationary employee may be disciplined or terminated without recourse to the grievance procedure. When applicable, time spent in the basic corrections or communications academies is exclusive of an employee's twelve (12) month probationary period.

5.2.2. An employee promoted to a higher paying classification shall be considered a probationary employee for another six (6) month probationary period in the new classification. Failure to perform satisfactorily in the new classification shall result in the employee returning to the classification previously held.

5.3. Regular Employee

5.3.1. An employee appointed from a certification list who has satisfactorily served the full probationary period.

5.4. Temporary Employee

5.4.1. An employee appointed to fill a vacant Civil Service classification for a temporary period of time as determined by the rules and regulations of the Pacific County Civil Service Commission.

5.4.2. Temporary employees may be disciplined and/or terminated without recourse to the grievance procedure.

5.4.3. The date of hire as a temporary employee shall not establish the employee's hire date for the purpose of seniority nor shall the employee receive credit for probationary time served should the employee subsequently be hired as a regular employee.

5.4.4. Temporary employees shall be covered by the terms and conditions set forth in this Agreement.

5.5. Emergency Appointed Employee

5.5.1. An employee appointed on an emergency basis in accordance with the Pacific County Civil Service Rules. An employee filling an emergency position shall be exempt from Union membership and benefits set forth in this Agreement. Contributions required by the health and welfare Subscribers Agreement as a result of an eligible employee appointed on an emergency basis shall be made by the Employer in accordance with Section 7.2.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The normal work week for full-time employees shall be forty (40) hours within a seven (7) day period, and consisting of five (5) eight (8) hour workdays with two (2) consecutive days off, or in the alternative, four (4) ten (10) hour workdays with three (3) consecutive days off.

- a) Alternate schedules may be adopted by mutual agreement between the Employer and the employee, provided that such arrangement does not adversely impact the bargaining unit or violate employment law.
- b) Non-consecutive days off may be utilized based upon mutual agreement between the Employer and the employee.
- c) Employees shall be provided a minimum of sixty two (62) hours (4/10) or thirty eight (38) hours (5/8) off-duty from the end of their last regularly scheduled work shift to the commencement of their next regularly scheduled work shift.
- d) The normal reporting period shall be Sunday through Saturday.

6.1.2. The Sheriff or designee is permitted to make temporary adjustments, for up to thirty (30) calendar days, to seniority bid shifts and/or work hours; provided that the employee whose shift/hours are being adjusted is advised, in writing, a minimum of seven (7) calendar days in advance as to the duration of the temporary shift/hours adjustment.

- a) If the temporary adjustment is due to employee academy attendance, the aforementioned thirty (30) calendar days may be exceeded for the duration of the academy.

b) If extraordinary circumstances are present, the minimum seven (7) day notice period may be waived. Extraordinary circumstances shall not include Employer scheduling errors, or the Employer's burden associated with the payment of overtime provided that overtime appropriation exists.

c) The seven (7) day advance notice may also be waived by mutual agreement between the Employer and the employee being adjusted.

6.1.3. Employees shall work non-rotating shifts which shall be re-bid not less than once each twelve (12) month period. Separate shift schedules shall be made available for each classification in each division.

a) Each shift schedule shall be bid based upon seniority within the division's classifications with the exception of the Communication Division's lead telecommunicator, designated "shift leaders" or corrections sergeants.

b) Work shift(s) are specially designated for the lead telecommunicator or "shift leaders" and will be held out of the regular seniority non-rotating shift bidding process for Communications Division employees. The Communications Division employees who volunteered to serve as "shift leaders" and are specially designated by the Sheriff as such shall bid those special designated non-rotating shifts by seniority. The other available non-rotating Communications Division shifts would be bid by seniority by the remaining eligible employees. Hours of work shall be established at the sole discretion of the Employer.

c) It is understood that the Employer may post a "vacation relief schedule" as part of the Corrections Bureau shift bidding process. The employee who bids this shift shall work a shift which rotates to cover open vacation shifts.

6.1.4. Vacancies created by termination, voluntary resignation or long term disabilities shall be re-bid by seniority at the time the vacancy is filled.

6.2. Overtime

6.2.1. Compensable time in excess of eight (8), or ten (10) hours, if applicable, in a designated workday and/or forty (40) hours per any designated work week shall be paid at one and one-half (1.5) times the employee's regular hourly rate of pay.

a) "Regular rate", for the purpose of establishing an hourly rate of pay for the calculation of overtime, shall include Longevity (Section 7.9) and, when applicable, Working Out of Classification (Section 6.5.) and Special Assignment Premium (Section 7.13.). During regular shift rotation, forty (40) hours per designated work week will be the determining factor on whether an overtime liability has been incurred by the Employer.

b) An employee's hourly rate of pay shall be calculated by dividing the employee's monthly salary, including any qualifying compensation by one seventy three point three (173.3). The employee's hourly "regular rate" shall be multiplied times 1.5 to calculate the employee's hourly overtime rate of pay.

6.2.2. Additional work hours shall be made available to Union-represented employees as overtime based upon seniority within each division, except that a part-time employee may be utilized to fill work vacancies at his or her straight time rate of pay prior to assignment of employees on overtime. Such part-time employee must be recognized by the Civil Service Commission for an authorized position

a) Available overtime work shall initially be offered as a "full shift" by seniority prior to breaking the available hours down to smaller blocks of time provided such offering would not allow an employee to work a "double" shift. If a "doubling" situation occurs, the available overtime may be broken down to an amount which would constitute no more than fifty percent (50%) of a full shift.

b) For the purposes of this specific provision a "full shift" shall be defined as the overtime block of contiguous time that is available for assignment.

c) An employee who accepts the available work assignment shall not be permitted to break his or her overtime shift assignment into smaller blocks of time and offer such work to other employees unless such work is offered to other employees in order of seniority.

d) The Employer shall maintain a mandated overtime roster. The least senior employee mandated to work overtime shall not be required to work the next mandated overtime. The seniority roster shall be used in reverse order until such time as all employees, within his or her applicable work division, has worked mandated overtime. Employees who have worked at least sixteen (16) hours of overtime in a work week (for any reason, except incidental overtime) shall not be required to work the next mandated overtime shift within that work week, unless there are no other employees available to perform such work. The Employer shall be considered to have exhausted all available means to fill this time if they have attempted to contact all available employees through use of a call out list.

6.2.3. It shall be the Sheriff's or his designee's responsibility to notify, track and schedule employees for overtime seniority assignments, except when special qualifications are needed for the work to be performed or in the following circumstances:

a) Incidental Overtime: Overtime which falls into this category shall not require the assignment of work available on a seniority basis; provided that such work is relative to an employee's on-duty assignment and such time is worked contiguous with his or her regular scheduled shift. Incidental overtime does not apply to pre-scheduled vacancies. Incidental overtime is further intended to be a temporary assignment until an assignment on a seniority basis can be reasonably initiated.

b) Emergency Overtime: Overtime which falls into this category shall not require the assignment of the work available on a seniority basis; provided that an emergency assignment is a practical necessity and a subsequent delay may seriously impact the Employer's ability to deliver the services required in a timely fashion.

6.2.4. Casual and non-Civil Service authorized employees shall be prohibited from performing bargaining unit work until such work has been offered to all qualified bargaining unit employees.

6.3. Meal & Rest Breaks

6.3.1 An employee shall be permitted during the course of his or her eight (8) or more hour work shift to take a thirty (30) minute meal break and two (2), fifteen (15) minute rest breaks.

a) Employees unable to take their thirty (30) minute meal breaks shall be compensated at their overtime rate of pay for the thirty (30) minute meal period.

b) Failure to take the fifteen (15) minute rest breaks, for whatever reason, shall not result in any additional compensation.

c) The Sheriff or designee shall attempt to make reasonable accommodations to provide meal and rest breaks for each employee.

6.3.2. With the consent of the Sheriff or applicable designee, an employee's eight (8) or more hour work shift may be extended to provide for an unpaid and unrestricted meal break of at least thirty (30) minutes at or near mid-shift. Only if such employee is denied their meal break because they have been directed to remain in active status or to remain near their assigned work station will the employee be compensated for the additional time worked as overtime.

6.3.3. An employee working beyond his or her regularly scheduled work shift for three (3) or more hours shall be allowed an additional thirty (30) minute paid meal period.

6.3.4 Employees shall have access to a refrigerator, microwave oven and cooking utensils for personal meal preparation. The employee shall be required to maintain the cleanliness of the area used for personal meal preparation.

6.4. Call Out

6.4.1. An employee who is called into service by his or her Supervisor shall be guaranteed a minimum of two (2) hours of compensation at the employee's regular hourly rate of pay.

a) The two (2) hour minimum shall not apply when such time is worked consecutive with the employee's regularly scheduled hours of work.

b) The employee shall not be required to remain in active service for the full duration of the minimum set forth above.

c) If an employee is called out repeatedly during a two (2) hour period, the subsequent call outs shall not require additional compensation.

6.4.2. Contact Calls: Unless the information being solicited should have been passed on at the conclusion of an employee's shift in the form of written correspondence or computer mail, an employee who is contacted at home to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at the employee's regular hourly rate of pay. Repetitive contacts during a thirty (30) minute period shall not warrant additional compensation. Contact calls for offering overtime work assignments are exempt from payment under this provision. Sergeants and Lead Telecommunicator shall be excluded from contact call compensation.

6.5. Working out of Classification

6.5.1. An employee working out of classification in an exempt or non-exempt position with a higher rate of pay at the request of the Sheriff or designee for an entire shift shall be compensated for all hours worked at that higher classification's lowest level rate of pay that

constitutes an increase in the employee's salary of not less than ten percent (10%). It shall be the employee's responsibility to notify the Employer of a claim for this pay by means of applicable time cards. This provision shall apply to all classifications unless the Employer invokes Section 4.1.3. in which case the payment of working out of classification shall be temporarily waived.

7. EMPLOYEE BENEFITS

7.1. Health & Welfare

7.1.1. Medical, Dental & Vision: Effective January 1, 2014, based upon the previous month's hours, the Employer shall contribute the sum required to Washington Teamsters Welfare Trust for medical, dental and vision coverage for each full-time or part-time employee [appointed to a .75 full time equivalent (FTE) or higher] covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month.

Program	Premium as of 01/01/14
Medical – Plan A	\$1208.55
Life and A D & D Plan A*	\$8.60
Time Loss Plan C	\$8.00
Disability Waiver	\$11.40
Dental - Plan "A"	\$130.50
Vision - "Extended" Plan"	\$14.90
Monthly Totals	\$1381.95

7.1.2. Medical, Dental & Vision: Effective January 1, 2014, based upon the previous month's hours, the Employer shall contribute the sum required for the insurance plans to Washington Teamsters Welfare Trust for medical, dental and vision coverage for each part-time employee [appointed less than .75 full-time equivalent (FTE)] employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month.

Program	Premium as of 01/01/14
Medical – Plan "C"	\$785.01
Life and A D & D Plan A*	\$8.60
Time Loss Plan D	\$4.00
Disability Waiver	\$11.40
Dental - Plan "C"	\$39.85
Vision - "Extended" Plan"	\$14.90
Monthly Totals	\$863.76

7.1.3. Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, the Employer shall pay a maximum monthly premium cap of \$1110.00 for calendar year 2014, \$1135.00 for calendar year 2015 and \$1160.00 for calendar year 2016. The parties recognize that the aforementioned caps set forth the total Employer contribution to the Health and Welfare plans listed above, as well as the County provided Life Insurance Plan referred to in Section 7.3. Any payments required in excess of the caps shall be funded by the employees via a payroll deduction.

7.1.4. Payments. The Employer will be responsible for paying to Northwest Administrators its monthly contributions and those withheld from employees' wages on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Union bulletin board.

7.1.5. Delinquency. If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

7.1.6. Trust Agreement. The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

7.1.7. The Employer shall be required to provide premium contributions for the aforementioned health and welfare plans during such time as an employee is on an unpaid leave in accordance with the terms and conditions of the Family and Medical Leave Act unless premiums are waived pursuant to the WTWT weekly disability income/premium waiver process.

7.1.8. If during the term of this Agreement health and welfare benefits provided herein are subject to mandatory modification by state or federal regulation, the parties shall enter into negotiations regarding such required modifications; provided, that any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article to the extent possible. Any reduction in the total premiums paid by the Employer as a result of such modifications shall be added to the wages of the employees in the bargaining unit or, if the parties so agree, utilized to obtain supplemental benefits for bargaining unit employees.

- a) In the event of a dispute between the parties concerning whether the Employer has complied with the preceding paragraph, the matter shall be submitted to final and binding arbitration pursuant to the grievance and arbitration procedures of this Agreement.

7.2. Disability

7.2.1. In accordance with State law, all non-LEOFF I employees will receive Workers' Compensation benefits as provided by the Washington Department of Labor and Industries.

- a) Employees eligible for Workers' Compensation benefits because of a job-related injury or illness shall be paid the difference between their regular pay, including longevity, and the amount paid by the State's Workers' Compensation program. However, such employees shall not continue to accrue vacation or sick leave hours during the first six (6) months of any such disability leave.
- b) If the length of absence exceeds six (6) months, the Employer's pro-rated share will be charged against the employee's leave accruals until they are exhausted.
- c) Should the Department of Labor and Industries not recognize the employee's claim for on-the-job injury or illness the aforementioned benefits shall cease; however, the employee may begin using his or her qualified accrued leave benefits to replace lost wages and benefits. If the employee prevails on the appeal, the employee's accrued leave benefits shall be reinstated and the employee shall be made whole on wages and benefits up to the limits provided under this provision.
- d) Denial of a Workers' Compensation claim and the exhaustion of all employee appeals, or failure of an employee to file an appeal, shall constitute grounds for termination of this extended benefit.

7.2.2. No employee shall return to work from a disability injury or illness covered by the Workers' Compensation program until the ability of the employee to perform his or her assigned work has been verified in writing by the employee's Labor and Industries assigned physician and, if necessary, rehabilitation has been conducted.

- a) The Employer may request written verification from the employee's Labor & Industries assigned physician that the employee can perform the assigned work.
- b) If the degree of disability of an employee does not limit their ability to fully perform the activities of another position, an employee may, with the approval of the Employer and the employee's Labor & Industries physician, be temporarily reassigned to an acceptable position until fully rehabilitated to perform his or her regular job.

7.2.3. At the conclusion of the aforementioned six (6) month period, the disabled employee shall proceed to utilize his accrued leave benefits provided herein until such leave is exhausted.

7.3. Life Insurance

7.3.1. Effective January 1, 2014, each employee shall be provided life insurance coverage in the amount of forty eight thousand dollars (\$48,000) through a bona fide insurance carrier. Such coverage shall be provided through a group life insurance policy. The monthly premiums for such coverage shall be paid by the Employer. An employee shall be permitted to purchase additional life insurance, via payroll deduction, to the maximum allowable by the provider for the employee and/or eligible dependents.

7.4. Holidays

7.4.1. The following ten (10) days shall be designated as legal holidays:

Designated Holidays	Date/Day Observed
New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Day	December 25th

7.4.2. An employee scheduled to work on a designated holiday shall be compensated at a premium rate equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all holiday hours worked. Such time shall be based upon the actual twenty-four (24) hour day of the holiday.

7.4.3. An employee scheduled to work on a designated holiday may request either the designated holiday off or the day that other county offices and facilities are closed in observance of that holiday. If the request is granted by the Sheriff or his/her designee, the equivalent number of holiday hours shall be debited from the employee's vacation bank.

7.4.4. The Employer agrees that employees scheduled to work a designated holiday shall not be denied the ability to work as scheduled.

7.4.5. Any day proclaimed a legal holiday in addition to the holidays listed above by proclamation of the Board shall be a designated holiday.

7.5. Vacation

7.5.1. An employee shall accrue vacation in accordance with the following schedule.

- a) Vacation leave is accrued but may not be taken until an employee has completed six (6) consecutive months of employment.
- b) Regular days off shall not be debited from the employee's accrued vacation hours while an employee is on vacation. Actual accrual shall be made on a monthly basis.
- c) Part-time employees shall be entitled to vacation and accrue hours in relation to their full time equivalent (FTE) appointment factor; e.g. a 0.6 FTE employee with 60 months of service would accrue 10.40 hours each month.
- d) Full-time employees who work any hours in a calendar month shall receive full vacation accrual credit for that month; except, upon separation of service, such employees will have the final month or portion thereof prorated.

Month of Service	Hours Accrued Per Month
0 - 48	15.33
49 - 72	17.33
73 - 108	19.33
109 - 192	21.33
193 - on	23.33

7.5.2. An employee may only accumulate up to a maximum of two hundred forty (240) hours of vacation. Accrued vacation time in excess of the aforementioned maximum shall be cashed out, hour for hour, at the employee's regular hourly rate of pay annually on the December end of the month paycheck.

7.5.3. Vacation boards shall be utilized for those employees wishing to utilize seniority for vacation bidding purposes.

- a) A vacation board shall be developed for each unrelated duty section (e.g. Corrections, Communications, Food Services, etc.). Vacation times selected by seniority must be bid in minimum blocks of one (1) normal work week and shall not exceed three (3) weeks scheduled during the initial bid period.
- b) Blocks of less than a normal work week may not be bid by seniority.
- c) Employees not wishing to bid on vacation by seniority shall initial and pass the board to the next senior employee. Once the board has been passed to an employee, said employee shall not unduly delay the selection process by delaying their decision on their desired selection.
- d) Seniority bidding must be completed not later than January 31st of each calendar year.
- e) The Sheriff or designee may determine "restricted times" wherein vacation time off may not be scheduled; provided, that the restricted times shall be so noted on the vacation board published each year; and further, that the Sheriff or designee may allow exceptions on a case by case basis.

7.5.4. After January 31st each year vacation time requested may be granted by the Sheriff or designee on a "first come, first served" basis.

7.5.5. All vacation requests shall be approved or denied by the Sheriff or his/her designee as soon as practical but in no instance more than twelve (12) calendar days of receipt of the request. A denial of requested vacation time off shall be based upon a "bona fide business necessity".

7.5.6. With permission of the Sheriff, employees may cash out accrued vacation hours at one hundred (100%) percent of their current hourly rate of pay provided the following conditions have been met:

- a) An employee must have taken or have scheduled to take a minimum of three (3) blocks of forty (40) hours of accrued vacation prior to the below listed cash out dates. Vacation blocks of less than forty (40) hours do not count towards the eligibility requirements for cash out purposes.
- b) Written cash out requests must be submitted to the Sheriff prior to December 15th of each calendar year. Cash outs requested and approved shall be made available at the next regular payroll period, excluding lag/draw payments.

7.5.7. Once a vacation has been approved and scheduled, an employee's vacation shall not be changed or canceled without mutual agreement between the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or payment of overtime to fill vacant shifts.

- a) In the event the Sheriff determines an emergency exists and subsequently cancels an approved and scheduled vacation without the employee's consent, the Employer shall reimburse the employee for all non-refundable expenses which were declared as part of the employee's vacation request and subsequently lost by the employee as a result of having an approved vacation canceled.
- b) An employee who is subpoenaed to court or required to work during an approved scheduled vacation shall not be debited any vacation on the day of the court appearance or the day of required work regardless of the amount of time spent in court or required to work. As a premium, the employee shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay for all hours in attendance of said court or for the hours required to work. The aforementioned compensation premium shall also apply to the employee's regularly scheduled days off designated by the Employee as part of his/her vacation at the time of request. The minimums set forth in the Civil, Municipal & Superior Court Time and Call Out provisions of this agreement shall be applicable.

7.5.8. An employee who has not taken or scheduled a minimum of three (3) forty (40) hour blocks of vacation by September 1st of each calendar year shall have the required blocks scheduled by the Sheriff. Note - The forty (40) hour blocks denoted are intended to be reflective of an employee's regular number of hours worked during their normal work week. Employees whose normal work weeks are less than forty (40) hours shall utilize their "normal" work week as the established minimum for application under this provision.

7.6. Sick Leave

7.6.1. With each month of continuous employment with the Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours a month. Sick leave may be accrued to a maximum accrual of nine hundred sixty (960) hours.

- a) Part-time employees shall be entitled to sick leave and accrue hours in relation to their full time equivalent (FTE) appointment factor; e.g. a 0.6 FTE employee would accrue 4.80 hours each month.
- b) Sick leave may be used in one (1) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence.

7.6.2. Accrued sick leave benefits may be utilized on a prorated basis when used in conjunction with benefits received from an industrial injury or illness as set forth in Section 7.2.

7.6.3. An employee may take sick leave for illness in their immediate family requiring the employee's attendance. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity or grandparent, parent, spouse, brother, sister, child or grandchild. An employee may use sick leave credits for parental purposes. Any absence for an illness, sickness, disability (as allowed by law), or parental purposes shall constitute a debit against accrued sick leave.

7.6.4. An employee shall request permission to utilize sick leave to obtain medical, dental and/or vision care for him or herself and/or his or her immediate family when the employee's scheduled shift does not facilitate the scheduling of non-emergency appointments on the employee's regularly scheduled time off. The Employer shall have the right to request verification of such treatment. Refusal by the employee to allow or permit verification shall result in the denial of sick leave benefits.

7.6.5. An employee who utilizes sick leave for a personal illness or illness in his or her immediate family may be required by the Sheriff or his/her designee to produce a letter from a medical doctor showing the necessity of the time off. Failure to comply with the Sheriff's request may result in the denial of sick leave benefits.

7.6.6. Upon the expiration of an authorized leave of absence with pay, the employee shall return to the same job as was held by the employee prior to the leave of absence.

7.6.7. **Family and Medical Leave Act:** An employee shall be entitled to the benefits under the above titled federal legislation. The benefits provided under this act are set forth in the Pacific County Personnel Policies and Rules as adopted by Resolution 2012-053 and 2013-026.

7.6.8. The first two hundred forty (240) hours of unused sick leave shall accumulate into a sick leave bank and be available to the employee solely for the purposes specified in this provision. There will be no severance pay for accumulated and unused sick leave, except for that converted into additional vacation hours.

a) Sick leave accumulated and unused between two hundred forty (240) hours and nine hundred sixty (960) hours may be converted into additional vacation hours during January and July each year. The standard rate of conversion will be one (1) hour vacation for every:

- 1) four (4) hours accumulated sick leave over seven hundred twenty (720) hours, or
- 2) three (3) hours accumulated sick leave over four hundred eighty (480) hours through seven hundred twenty (720) hours, or
- 3) two (2) hours accumulated sick leave over two hundred forty (240) hours through four hundred eighty (480) hours.

b) Sick leave hours accumulated and unused over nine hundred sixty (960) hours will be converted into vacation hours every month and added to the employee's bank at the rate of one (1) hour of vacation for every four (4) hours accumulated sick leave.

c) In the year of retirement and upon submission of a written notice of such, an employee may convert their entire bank of accumulated and unused sick leave into additional vacation hours according to the above schedule, except that the first two hundred forty (240) hours of accumulated sick leave may also be converted at the rate of one (1) hour of Vacation for every two (2) hours of accumulated sick leave.

7.7. Bereavement Leave

7.7.1. Bereavement leave shall be granted to an employee for the death of an employee's immediate family member. Employees shall be allowed to utilize a reasonable amount of time as determined by the Employer.

7.7.2. For the purposes of this provision, immediate family shall include the employee's spouse, or the employee's or the employee's spouse's, parents, sister, brother, child, grandchild, grandparent, aunt or uncle, or a dependent living in the employee's household. Such leave will not be allowed to an employee to attend a funeral of a cousin or a relative of more distant lineage unless permission is granted by the Employer.

7.8. Quartermaster System

7.8.1. Employees shall be provided with all Uniforms (including footwear) and Equipment required by the Employer. In addition to duty required uniforms and equipment all employees who carry a firearm as part of their duty assignment shall be provided with a gun safe

for use at their residence. It is understood that the Employer shall replace all items which are damaged or worn out due to normal wear and tear.

7.8.2. Corrections Officers shall be issued and shall wear a protective/ballistic vest while on duty. The protective/ballistic vest shall meet or exceed the minimum requirements set forth in the National Institute of Justice standards. Protective/ballistic vests shall be reconditioned and/or replaced based upon the manufacturer's recommendations.

7.9. Longevity

7.9.1. An employee shall be eligible to receive monthly longevity compensation in accordance with the following schedule at whichever rate is greater:

Months of Service	Monthly Percentage of Employee's Base Wage
61 to 120	1.5%
121 to 180	2.5%
181 to 240	3.5%
241 plus	4.5%

7.10. Severance Pay

7.10.1. An employee who is involuntarily laid off and subsequently agrees to terminate his or her employment within six (6) months of the lay-off date shall receive three (3) months of base salary plus longevity as severance pay.

7.11.2. An employee who is involuntarily laid off and subsequently agrees to terminate his or her employment between seven (7) and twelve (12) months of the lay-off date shall receive two (2) months of base salary plus longevity as severance pay.

7.10.3. An employee who is involuntarily laid off and subsequently agrees to terminate agrees to terminate his or her employment between thirteen (13) and eighteen (18) months of the lay-off date shall receive one (1) month of base salary plus longevity as severance pay.

7.10.4. Acceptance of severance pay shall signal the formal termination from the Pacific County Sheriff's Office. An employee terminated for just cause shall not be eligible to receive severance pay.

7.11. Special Skills and/or Qualifications

7.11.1. Employees who possess or obtain special skills or qualifications which the Sheriff determines to be beneficial to the Sheriff's Office may be afforded monthly supplemental compensation or an allowance. To qualify, an employee may need to provide the Sheriff with a copy of his/her certificate, diploma or transcript. The eligible special skills and/or qualifications would include, but not be limited to:

- a) Fluent in foreign languages and dialects common to the service area (i.e. Spanish, Laotian, Vietnamese, Cambodian, or Chinese);
- b) Professional recognition and/or certification of satisfactory completion of post secondary education, specialized training or a fitness level that the Sheriff determines qualifies them for supplemental compensation.

7.11.2. When the Sheriff determines that an employee possesses a special skill and/or qualification which would qualify them for supplemental compensation or allowance, the amount to be afforded that employee for the applicable subsection within Section 7.12.1. will be as follows; Provided, that the maximum monthly amount to be afforded to any employee for their combined special skills and/or qualifications will be three and one half percent (3.5%).

- a) One-half percent (0.50%) for the initial and one-quarter percent (0.25%) for each additional foreign language from the listing;
- b) Up to three percent (3.0%) depending upon the value determined by the Sheriff for the post-secondary education, specialized knowledge and/or training or fitness level possessed by the employee.

7.12. Civil, District, & Superior Court

7.12.1. An employee required to attend a court hearing or proceeding emanating from the performance of the official duties of the employee shall be paid at one and one-half (1.5) times his or her regular hourly rate of pay with a minimum of two (2) hours. For an employee required to attend court on his or her scheduled day off, the minimum shall be increased to three (3) hours.

7.12.2. The two (2) hour minimum only applies when an employee is attending and/or participating in court related activities outside the employee's regularly scheduled hours of work. The two (2) hour minimum does not apply when an employee attends and/or participates in court related activities during the employee's regular scheduled hours of work.

7.13. Special Assignment Premium

7.13.1. To better respond to the unique circumstances associated with the twenty four (24) hours per day operations of the Corrections and Communications Divisions, the Sheriff, or designee, is allowed to specially assign certain tasks to an individual employee(s) that are related in nature, but supplemental to the employee's(s') regular duties. If an employee(s) is so specially assigned, the employee shall receive additional compensation (hourly premium) for each hour worked in that capacity as follows:

a) One dollar (\$1.00) for "Shift Leader or for the "OJT" trainer; however, in no event shall a single individual be compensated more than one dollar fifty cents (\$1.50) an hour for joint assignment as "Shift Leader" and "OJT" trainer.

b) Fifty cents (.50¢) for "Terminal Agency Coordinator" (Communications Division), except that there shall be no additional compensation when the Terminal Agency Coordinator is the Lead Telecommunicator.

c) Fifty cents (.50¢) for "MSAG" (Communications Division).

7.13.2. The supplemental duties and responsibilities of the special assignment shall be furnished to the employee(s) in writing before or at the time an assignment is made. The employee(s) shall be responsible for fulfilling the supplemental duties and responsibilities of the special assignment.

7.13.3. The removal of the special assignment(s) made under this section shall be at the sole discretion of the Sheriff or his/her designee. Any such special assignment removal action is not subject to the grievance procedure set forth in this Agreement.

8. WAGES

8.1. Employee Classifications & Salary Ranges

8.1.1. The employee classifications and salary schedules shall be attached to this agreement as an appendix.

8.1.2. An employee who is promoted to a higher paying job classification shall not suffer a reduction of wages due to the advancement and shall be placed in the new range at a step which constitutes at least a ten percent (10%) base wage increase; however, the increase shall not be greater than the top step of the assigned salary range.

8.1.3. An employee, within his or her respective classification, shall advance through the pay steps on their employment and/or reclassification anniversary date in accordance with the schedule's designated time frame unless modified by another section of the Agreement.

8.1.4. Hourly rates of pay will only be instituted for the purpose of computing wages and do not modify any existing contract language regarding the hours of work.

8.1.5. The Sheriff shall have the authority to start a newly hired employee, depending upon his or her qualifications, commensurate with those qualifications and in accordance with the Employer policy.

8.1.6. An employee, working in the Correction facility, shall be provided, upon request, the same breakfast, lunch and dinner meals prepared for the inmates at approximately the time as served to the inmates; provided that no employee shall receive more than one (1) meal per standard work shift. An employee receiving this benefit agrees to forfeit his or her meal period compensation as provided for in Section 6.3.

8.2. Pay Day

8.2.1. An employee shall receive his or her regular monthly pay check on the last working day of the month and shall also be allowed a monthly draw on or about the fifteenth (15th) of each month in an amount as allowed by law. The Union recognizes that circumstances beyond the control of the Employer may delay the issuance of the employee's payroll check; however, in no case shall the employee's paychecks be issued later than the 20th for the draw and the 5th of the following month for the regular pay check.

9. SENIORITY

9.1. Vested Tenure

9.1.1. Seniority shall be equal to the employee's length of continuous service with the Employer beginning with the date the employee is eligible for bargaining unit representation, however an employee, excluding a casual employee, who changes from one job classification to another shall retain their original date of hire for benefit accrual purposes only and shall obtain a new seniority date beginning with the first date of service in the new classification. Such seniority and benefit accrual dates shall be reflected in an appendix. Completion of the employee's probationary period shall signal the vesting of seniority rights and the application of same under this Agreement.

9.1.2. An employee on an authorized leave of absence of six (6) months or less shall have no seniority adjustment. An employee on a leave of absence of more than six (6) months shall have his/her respective seniority date adjusted to equal the duration of the leave of absence.

9.1.3. Vacant full-time positions which may become available during the term of this Agreement shall be filled by the most senior eligible part-time employee, provided the position available is within the same Civil Service job classification.

9.2. Reduction in Force

9.2.1. The Employer retains the right to lay-off or reduce the number of work hours of employees during the term of this Agreement due to budgetary constraints. In the event a lay-off takes place the following guidelines shall be utilized:

- a) The affected employee(s) shall be provided with sixty (60) calendar days advance written notice of the pending layoff.
- b) Within the affected divisions, emergency and temporary employees shall be laid off prior to the lay-off of regular full-time or part-time employees.
- c) An employee recalled from layoff shall not have his or her seniority date adjusted; however, probationary employees shall not have time on layoff credited towards such employee's designated probationary period.
- d) Individuals participating in any State or Federal retraining program shall not be permitted to continue training and/or working with the Employer when a bargaining unit employee is on active lay-off status.
- e) An employee shall be permitted to remain on active lay-off status for not more than eighteen (18) consecutive months. If an employee is not recalled from lay-off status within his or her eighteen (18) consecutive months, the employment relationship with the Pacific County Sheriff's Office shall be terminated. Such employee shall no longer be eligible for recall under the provisions of this Agreement.
- f) An employee shall be laid off in reverse order of seniority within his or her division assignment as set forth in Section 9.2.5. An employee laid-off shall be recalled to his or her division and classification in reverse order of his or her lay-off, i.e., last laid off, first to be recalled. All available work within an employee's classification shall be offered to the most senior employee working less than full-time, then to the most senior employee on lay off status prior to offering the work and/or increase in hours to non-bargaining unit personnel.

9.2.2. An employee who voluntarily waives his or her seniority rights during the course of a lay-off and accepts a layoff outside of proper seniority application shall have no right to request an early return to work whereby such return would negatively impact another employee. An employee's seniority rights shall not be fully restored until such time that they are officially recalled from lay-off status.

9.2.3. An employee on layoff status shall be given priority consideration for placement in other classifications which become or are open during a period of layoff, provided he or she is both qualified per civil service standards and testing and eligible to fill the vacant position. This provision is not intended to circumvent an employee's recall to the classification from which he or she was laid off.

9.2.4. Hours Reduction: The Sheriff shall have the authority to reduce the hours of the most junior employee within each division by classification such that the junior employee may be scheduled to work less than forty (40) hours per week. Further, the junior employee within their specific classification may be available on an unscheduled basis to work unfilled shifts or half shifts in his or her work area, or any work area the junior employee is both qualified and eligible to work. Said employee may, for good cause, refuse to work the unscheduled shift; at which point, the Sheriff, after offering the unscheduled work shift to senior bargaining unit member(s), may utilize a non-bargaining unit member to fill the vacant shift(s). The Sheriff shall ensure that all available bargaining unit work is offered to qualified individuals within the bargaining unit, provided that once a vacant shift is offered to a non-bargaining unit person, that person shall be entitled to work the entire shift.

9.2.5. This Agreement's recognized divisions shall include the following classifications:

Division Assignment:	Employee Classifications
Corrections	Corrections Officer, Corrections Sergeant
Food Services	Cook
Clerical A	Clerk/Secretary
Clerical B	Civil Clerk
Communications	Telecommunicator, Lead/Training Telecommunicator

9.2.6. These classifications are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications. Additional classifications may require additions, deletions and/or modifications of the division assignment.

10. EMPLOYMENT POLICIES

10.1. Resignation

10.1.1. An employee wishing to leave the Sheriff's service in good standing shall, at least two (2) weeks before leaving, file with the Sheriff a written statement containing the effective date of the resignation. The time limit of the resignation may be waived at the discretion of the Employer. The Employer shall forward a copy of the resignation to the personnel file of the employee.

10.2. Legal Liability Protection

10.2.1. Where the employee has acted in good faith and within the scope of employment and has not willfully or intentionally committed acts and omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in any action filed against an individual employee for job related civil actions. If the above sentence applies, the employee and employee's marital community shall be held harmless for any expenses connected with the defense, settlement or monetary judgment arising from an action(s) filed.

10.3. Training

10.3.1. The Sheriff shall be permitted to conduct in-house training sessions and/or direct the attendance of an employee at such training session(s) or other school or training, and such employee shall attend any and all school and training sessions as directed by the Sheriff.

10.3.2. The Sheriff or designee shall schedule each employee for a minimum of thirty two (32) hours of training, excluding firearms qualifications, annually. Such training shall be inclusive of in-house training as well as training taken outside of the department. The aforementioned minimum shall not be inclusive of travel time to and from such training. An employee attending any such training shall report such training to the Sheriff's designated training officer and the Employer's Risk Manager. The thirty two (32) hour minimum may be restricted due to budgetary limitations and staffing levels.

10.3.3. An employee attending Employer-mandated training shall be compensated at the employee's applicable rate of pay including time for an employee commuting to training outside the employee's normal portal to portal travel.

10.3.4. The Sheriff shall pay for tuition or registration fees and reasonable expenses incurred incident to such mandated training attendance.

10.3.5. Voluntary attendance at and travel to and from any non-required training courses for the purpose of individual career advancement or enhancement shall not be considered compensable work time in accordance with the Fair Labor Standards Act. Upon request of the employee, an educational reimbursement program is available with the Sheriff's advance approval.

10.4. Policy and Procedure Manual

10.4.1. The Employer has adopted LEXIPOL's standardized policies and procedures. The policies and procedures shall be readily available on the Department's computer system. Additional Departmental Policies and Procedures not covered by LEXIPOL shall be located in manuals in the following offices;

- a) Communications Center,
- b) Corrections Facility,
- c) Main Sheriff's Office, and
- d) South County Sheriff's Office.

10.4.2. Such manual shall be readily accessible to the employees. Employees shall be permitted to make copies of any portion of such manual. An electronic version of the Departmental Policies and Procedure Manual shall also be accessible to a department employee from the department's computer system. It shall be the responsibility of the supervisors to insure that the manuals are kept up to date. The section supervisors shall also be required to insure that all employees within their assigned duty section are advised of policy updates or changes. An employee may be required by the Sheriff to acknowledge that he or she has read the manual in its entirety.

10.4.3. All new policies and/or policy updates shall be provided to the employees impacted by such policy and the Union prior to implementation.

10.4.4. The Sheriff recognizes that changes and/or modifications of policies which impact wages, hours or working conditions are mandatory subjects of bargaining.

10.5. Use of Volunteers

10.5.1. It is agreed that volunteers are only to be used to supplement the work force rather than supplant the work force unless such volunteer is duly certified by the Pacific County Civil Service Commission as a temporary or emergency appointment.

10.6. Labor/Management Meetings

10.6.1. Labor/management meetings may be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to non-monetary collective issues and concerns affecting the Employer and the bargaining unit.

10.6.2. These meetings are not intended to supplant or replace the grievance procedure, to circumvent the contract provision negotiations procedure, or to air individual employee concerns.

10.6.3. Only the Union's Business Agent and two (2) bargaining unit members shall be present for the purpose of representation of the Union's position. No more than three (3) Employer representatives shall be present for representation of the Employer's position.

10.7. Equipment

10.7.1. The Employer agrees that every effort will be made to insure that all equipment and vehicles will be maintained to meet acceptable safety standards and that all vehicles shall be maintained in proper running order. An employee shall report defective equipment and/or vehicles to the Sheriff or designee as soon as practical after the defect is noted so that repairs may be promptly completed.

10.8. Union - Employer Liaisons

10.8.1. A Shop Steward shall be permitted to serve as a liaison between the Union and the Employer without reprimand, provided that such services do not unreasonably disrupt normal work schedules. The Shop Steward shall not suffer a loss of compensation for liaison services.

10.8.2. The Shop Steward and two (2) other bargaining unit members shall be permitted to participate in negotiations. The Shop Steward shall be permitted to participate in grievance hearings and Union meetings without the loss of regular compensation. Employees directly involved in grievance hearings may do so without the loss of regular compensation. The Union shall strive to conduct its affairs with the least amount of impact to the Employer.

10.9. Jury Duty

10.9.1. When an employee is called upon for jury service in any municipal, county, state or federal court, said employee shall advise the Employer upon receipt of such notification. If taken from his or her work for such service, the employee shall be reimbursed as provided herein for any loss of wages while actually performing such service. The amount the employee is to be reimbursed shall not exceed the employee's regular rate of pay. In cases where an employee has not had adequate time off for rest due to serving on jury duty, the Employer will consider requests for sick, vacation or other accrued leave time off.

10.10. Leave Transfer

10.10.1. An employee may transfer accrued vacation leave in accordance with County Resolution No. 99-134 to assist an employee who has suffered a medical or other emergency and has exhausted all of his or her accrued leave time.

11. EMPLOYEE DISCIPLINE

11.1. Purpose of Disciplinary Action

11.1.1. All employees shall conduct themselves in a manner that will be consistent with established rules and regulations. Disciplinary action is not primarily intended to be punitive, but rather to inform the employee of and to provide compliance with required improvements and to maintain the efficiency of day-to-day operations, and in keeping with sound principles of Employer - Employee relations in providing County services.

11.2. Just Cause for Disciplinary Action

11.2.1. Any disciplinary action including, but not limited to, suspension, demotion and termination which is taken against an employee shall only be for just cause; provided, however, this provision shall not apply during an employee's probationary period, during which time the employment status shall be strictly "at will".

11.3. Degree of Progressive Discipline

11.3.1. The degree of discipline administered depends on the severity of the infraction. It is the responsibility of the Sheriff or designee to evaluate thoroughly the circumstances and facts as objectively as possible. There are several types of disciplinary actions which may be applied to discourage detrimental behavior or actions as set forth in Section 11.4. Unless expressly waived by the employee and Union a meeting shall be held between the Sheriff or designee and the employee prior to a decision being made on the appropriate discipline to be applied, if any. Provided that such disclosure is not precluded by State or Federal regulations, the Employer should notify the employee at the onset of a non-criminal investigation which may lead to disciplinary action even though the employee may not immediately be interviewed relative to the allegations. An employee has the right of Union representation at each step of the discipline procedure.

11.3.2. Disciplinary meetings regarding non-criminal allegations of misconduct or policy violations which may result in some form of disciplinary action being taken against an employee, excluding oral warnings shall be preceded by written notification to the employee at least seventy two (72) hours in advance of said meeting. The written notification shall advise the employee of: **1)** the allegations which have been made; **2)** the specific policies alleged to have been violated, if applicable; and **3)** the employee's right to Union representation. The Sheriff or designee shall respond within seven (7) calendar days following the disciplinary meeting with his or her written decision on the matter. The determination shall include whether the allegations were founded, unfounded or unsubstantiated, the reasons for his or her determination, and his or her disposition of the issue at hand.

11.3.3. Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave with regular compensation as a precursor to possible disciplinary action.

11.3.4. Whenever possible, the Sheriff or designee agrees to correct, counsel or discipline an employee(s) in private. The results of an employee correction, counseling or discipline shall not be intentionally posted on Employer/employee bulletin boards or any other location that employees may have access to.

11.4. Types of Discipline

11.4.1. Oral Warning: This type of discipline should be used for infractions of relatively minor degree. The Sheriff or designee should at all times inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the infraction. If the infraction is not corrected, the employee may be subject to more severe disciplinary measures. "Oral" warnings which are

documented by the Employer for his/her personal reference shall not be placed in the employee's personnel file or provided to the employee, nor shall copies of such "personal" notations be distributed to other employees.

11.4.2. Written Warning: This form of discipline may be utilized by the Sheriff or designee in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. Written warnings shall remain in the employee's personnel file for a maximum of eighteen (18) months following the date of issuance. Following this eighteen (18) month period, such written warning(s) shall not be considered for further cumulative disciplinary action and shall be removed from the personnel file at the employee's request.

11.4.3. Demotion: This form of discipline may be utilized when the employee's actions or inactions have continued or reoccurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct, or when unable to adequately perform the responsibilities of the position held.

11.4.4. Suspension: This form of discipline may be utilized as a result of:

- a) A significant infraction; or
- b) A repeat violation after the employee has received a written warning and has not adequately improved or corrected performance.

The original signed copy of the suspension notice will become part of the employee's permanent personnel file. A copy of such notice shall be provided to the employee.

11.4.5. Discharge: This form of discipline results in termination of employment. Prior to the termination of an employee, the Sheriff must be certain of all facts influencing the decision to terminate and should be objective in the evaluation of the circumstances being considered. A pre-termination hearing in which the employee is advised of the basis for discharge and provided an opportunity to respond to the allegations shall be conducted prior to a discharge.

12. GRIEVANCE PROCEDURE

12.1. Purpose

12.1.1. The parties recognize that the most effective accomplishment of the work of the Sheriff requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a procedural review. Accordingly, the following procedures are established to process such disputes as fairly and expeditiously as possible.

12.2. Grievance Definition

12.2.1. A grievance shall be defined as a dispute which may arise from the misapplication and/or misinterpretation of the terms and conditions of this Agreement.

12.3. Procedure

12.3.1 Initial Action: As soon as possible, but in no case later than fifteen (15) days after an employee has been made reasonably aware of a grievable dispute, the employee shall submit a written summary of the grievance to the Union for determination of merit. The employee may informally discuss the alleged grievance with the Sheriff prior to submitting it in writing to the Union.

12.3.2. Union initiated grievances shall be submitted in writing directly to the Sheriff for resolution.

12.3.3. Written Grievance to Sheriff: Upon the determination of merit by the Union or if the grievance is not informally resolved, the grievance shall be submitted to the Sheriff for resolution. The written grievance shall set forth the detailed facts concerning the nature of the grievance, contractual provisions allegedly violated, if applicable, and the relief sought. An investigation shall be conducted into the allegations, and the employee and the Union shall be notified of the Sheriff's decision, in writing, within a reasonable time period after actual receipt of the written grievance. Failure of the Sheriff to respond within a reasonable time period shall permit the Union to process the grievance to Section 12.4., Arbitration, if applicable.

12.3.4. If the grievance is not resolved to the satisfaction of both parties, as set forth in the foregoing paragraphs, the grievance may be submitted to the Pacific County Civil Service Commission or to grievance arbitration as set forth in Section 12.4. unless the processing of such grievance is limited by Section 12.3.6. The Union or the employee may utilize one resolution process, but shall be prohibited from utilizing both processes for the same grievance. Nothing contained in this section shall be construed as to prevent a Civil Service

appointed position from seeking resolution to a non-property loss disciplinary action in front of the Civil Service Commission without Union representation.

12.3.5. Grievance mediation may be used as an alternative resolution process based upon mutual agreement of the Union and the Sheriff prior to proceeding to the formal resolution processes listed above.

12.3.6. Disciplinary action, other than property loss, (i.e. accrued sick leave or vacation debit, suspension, demotion, or discharge) shall not immediately proceed to arbitration or to a Civil Service Hearing if such grievance is not resolved with the Sheriff. Such action shall be held in abeyance and be subject to resolution by arbitration or the Civil Service Commission only if such prior discipline is being relied upon by the Sheriff in the case of a subsequent disciplinary action, in which case, the grievance which was held in abeyance will be adjudicated at the arbitration or Civil Service hearing prior to the adjudication of the discipline imposed.

12.4. Arbitration

12.4.1. A request for arbitration shall be in writing and shall be submitted to the other party within fifteen (15) calendar days following the date that final resolution is not reached or not responded to under the aforementioned grievance procedure. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

12.4.2. The Public Employment Relations Commission shall be requested to assign a staff arbitrator to hear the issue(s) in dispute, or to provide a list of eleven (11) arbitrators from the Public Employment Relations Commission (PERC) or the Federal Mediation Conciliation Service (FMCS). The moving party shall complete the necessary paperwork required by PERC or FMCS for the assignment of an arbitrator or the providing of a list of arbitrators. If a list is requested, the striking order shall be determined by a coin flip. Striking shall continue until one arbitrator remains.

12.4.3. The arbitrator shall be limited to determining whether the Employer or the Union has violated, erroneously interpreted, or failed to apply properly the terms and conditions of the Agreement. The arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement.

12.4.4. The arbitration hearing shall be convened as soon as possible after the appointment or selection process is completed. PERC rules and regulations shall govern the hearing if a PERC assigned arbitrator is utilized.

12.4.5. The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

12.4.6. Each party shall bear the cost of the preparation of its own case.

12.5. General Grievance Provisions

12.5.1. The term "employee" as used in this provision shall mean an individual employee, or group of employees, accompanied by a Union representative.

12.5.2. A Union representative and/or an aggrieved party shall be granted time off, without loss of pay, to process a formal grievance after the written grievance has been submitted to the Sheriff; however, consideration should be given for the lost time that the Employer is required to bear to process the grievance. Preparation and filing of a written grievance shall be completed on the Union Representative's and/or employees' own time. Any investigations undertaken by the Union upon the work site shall be conducted so as not to disturb the work of other employees and only after advance notice to the Sheriff.

12.5.3. Grievances on behalf of an individual employee may be initiated or pursued by the Union without the employee's consent when the lack of pursuit of the issue would adversely affect the rights of other bargaining unit members.

12.5.4. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

12.5.5. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

13. SEVERABILITY

13.1. Savings Clause

13.1.1. If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The provision held invalid shall be modified as required by law or by a tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

14. DURATION OF AGREEMENT

14.1. This Agreement shall be deemed to be effective January 1, 2014, and will continue in effect through December 31, 2016. Specific provisions of this Agreement may be opened for further negotiations upon mutual written agreement of the parties to the Agreement.

14.2. THIS AGREEMENT IS EXECUTED THIS _____ day of February 2014, by the authorized agents and representative of the parties hereto.

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

TEAMSTERS LOCAL UNION NO. 252

Chairperson

Darren L. O'Neil, Secretary/Treasurer

Commissioner

Commissioner

Attest:

Clerk of the Board

PACIFIC COUNTY SHERIFF

Approved As To Form:

Prosecuting Attorney

15. APPENDIX A - WAGES

15.1. 2014 Salary Schedule

The below listed salary schedule shall become effective January 1, 2014. (Represents a two and one-half percent (2.50%) increase over 2013 wages)

Classifications	Step 1 1-6m	Step 2 7-12m	Step 3 13-24m	Step 4 25-36m	Step 5 37-48m	Step 6 49-60m	Step 7 61m-on
Cook	\$ 2,181	\$ 2,255	\$ 2,339	\$ 2,405	\$ 2,486	\$ 2,569	\$ 2,654
Clerk/Secretary	\$ 2,654	\$ 2,742	\$ 2,833	\$ 2,929	\$ 3,027	\$ 3,128	\$ 3,234
Civil Clerk	\$ 2,833	\$ 2,929	\$ 3,027	\$ 3,128	\$ 3,234	\$ 3,344	\$ 3,455
Telecommunicator	\$ 2,885	\$ 2,986	\$ 3,084	\$ 3,190	\$ 3,296	\$ 3,407	\$ 3,523
Corrections Officer	\$ 2,954	\$ 3,051	\$ 3,154	\$ 3,296	\$ 3,369	\$ 3,481	\$ 3,598
Lead Telecommunicator*	\$ 3,318	\$ 3,434	\$ 3,547	\$ 3,669	\$ 3,790	\$ 3,919	\$ 4,051
Corrections Sergeant	\$ 3,635	\$ 3,756	\$ 3,882	\$ 4,056	\$ 4,146	\$ 4,282	\$ 4,428

* Lead Telecommunicator's monthly salary for each step is fifteen percent (15.0%) above the monthly salary of a Telecommunicator.

15.2. 2015 Salary Schedule

The below listed salary schedule shall become effective January 1, 2015. (Represents a two and one-half percent (2.50%) increase over 2014 wages)

Classifications	Step 1 1-6m	Step 2 7-12m	Step 3 13-24m	Step 4 25-36m	Step 5 37-48m	Step 6 49-60m	Step 7 61m-on
Cook	\$ 2,236	\$ 2,311	\$ 2,397	\$ 2,465	\$ 2,548	\$ 2,633	\$ 2,720
Clerk/Secretary	\$ 2,720	\$ 2,811	\$ 2,904	\$ 3,002	\$ 3,103	\$ 3,206	\$ 3,315
Civil Clerk	\$ 2,904	\$ 3,002	\$ 3,103	\$ 3,206	\$ 3,315	\$ 3,428	\$ 3,541
Telecommunicator	\$ 2,957	\$ 3,061	\$ 3,161	\$ 3,270	\$ 3,378	\$ 3,492	\$ 3,611
Corrections Officer	\$ 3,028	\$ 3,127	\$ 3,233	\$ 3,378	\$ 3,453	\$ 3,568	\$ 3,688
Lead Telecommunicator*	\$ 3,401	\$ 3,520	\$ 3,635	\$ 3,761	\$ 3,885	\$ 4,016	\$ 4,153
Corrections Sergeant	\$ 3,726	\$ 3,850	\$ 3,979	\$ 4,157	\$ 4,250	\$ 4,389	\$ 4,539

* Lead Telecommunicator's monthly salary for each step is fifteen percent (15.0%) above the monthly salary of a Telecommunicator.

15.3.

2016 Salary Schedule

The below listed salary schedule shall become effective January 1, 2016; (Represents a one and one-half percent (1.50%) increase over 2015 wages)

Classifications	Step 1 1-6m	Step 2 7-12m	Step 3 13-24m	Step 4 25-36m	Step 5 37-48m	Step 6 49-60m	Step 7 61m-on
Cook	\$ 2,270	\$ 2,346	\$ 2,433	\$ 2,502	\$ 2,586	\$ 2,672	\$ 2,761
Clerk/Secretary	\$ 2,761	\$ 2,853	\$ 2,948	\$ 3,047	\$ 3,151	\$ 3,254	\$ 3,365
Civil Clerk	\$ 2,948	\$ 3,047	\$ 3,150	\$ 3,254	\$ 3,365	\$ 3,479	\$ 3,594
Telecommunicator	\$ 3,001	\$ 3,107	\$ 3,208	\$ 3,319	\$ 3,429	\$ 3,544	\$ 3,665
Corrections Officer	\$ 3,073	\$ 3,174	\$ 3,281	\$ 3,429	\$ 3,505	\$ 3,622	\$ 3,743
Lead Telecommunicator*	\$ 3,452	\$ 3,573	\$ 3,689	\$ 3,817	\$ 3,943	\$ 4,076	\$ 4,215
Corrections Sergeant	\$ 3,782	\$ 3,908	\$ 4,039	\$ 4,219	\$ 4,314	\$ 4,455	\$ 4,607

16. APPENDIX B - Seniority Listing

16.1. This seniority listing is reflective of an employee's original date of hire with the Employer in accordance with established Civil Service rules and regulations. In some cases an employee's "benefit accrual date" may be different than an employee's date of hire. This seniority list is limited to those employees employed by the Pacific County Sheriff's Office upon ratification of this Agreement and shall be updated in subsequent Agreements.

16.2. The "benefit accrual date" may not be utilized for any other purpose but to establish a date to compute certain benefit level accruals, e.g. vacation, longevity, etc. The "benefit accrual" date may not be utilized for layoff, recall, or bidding purposes within an employee's employment classification.

16.3. This seniority listing includes employees of the Pacific County Sheriff's Office currently working in "appointed" non-union positions. The "appointed" employee's seniority dates remain unaffected by the duration of the appointment and are subject to application under the terms and conditions of this Agreement whenever their "appointment" is withdrawn by the Sheriff.

Telecommunicator	Date of Hire	Benefit Accrual Date
Charla Clifton (b)	02/01/99	05/02/98
Heidi Harvill	10/03/99	Same
Tim Martindale	12/04/05	Same
Amber Rye	10/04/07	Same
Jamie Souvenir	05/19/08	Same
Bobbie Jo Bighill	10/01/08	Same
Jared Capps	07/13/09	Same
Jamie Pearson-Moseley	08/03/09	Same
Janis Allison	12/12/12	Same
Colleen Emerick	12/01/13	Same
Karl Johnson	01/05/14	Same
Corrections Officer	Date of Hire	Benefit Accrual Date
Tom G. Rutherford	10/01/90	Same
Edward Heffernan, Jr.	12/02/96	Same
Lawerence Baker	05/05/97	Same
Pamela Miller	06/16/97	Same
Mike Hess	06/10/98	Same
Corey Flynn	05/01/08	Same
Chris Boggs	09/22/08	Same
Sean Mark Patterson	06/01/09	Same
Anthony Kimball	08/24/12	Same
W. Brian Knudson	09/01/13	Same
Cook	Date of Hire	Benefit Accrual Date
Terri Karnas (a)	05/14/92	Same
Susan Westerback	04/25/10	Same
Civil Clerk	Date of Hire	Benefit Accrual Date
Eva Kanick	03/23/11	Same
Clerk/Secretary	Date of Hire	Benefit Accrual Date
Janet Murray (c)	10/01/99	04/07/97
Denise Rowlett (d) Chief Deputy	10/18/99	Same
Hollie Billeci	03/08/07	Same
Heather Rhoades	08/01/12	Same
Shanna Coty	02/01/14	Same

a) Terri Karnas' Benefit Accrual Date has been established the same as her hire date even though she served in a casual status until May 1, 1996.

b) Charla Clifton was originally hired on 05/02/98 as a Cook and began work as a Telecommunicator as of 02/01/99.

c) Janet Murray was originally hired on 04/07/97 as a Telecommunicator and began work as a Clerk/Secretary on 10/01/99.

d) Denotes employee currently working in appointed position.

When Recorded Return to:

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Ed-Loretta-Sharon-Melissa Ostgaard
Legal Description --	Cranmoor WMS ADD Block 2, Lots 1-4, 6-11, 24-25, 27-30, 32-33, 35-36, 243'; S43' of Lot 13 & 14, 15-17, N1/2 18, 19-22.
Assessor's Property Tax Parcel or Account Number	74015002001-74015002006-74015002013-74015002024-74015002027-74015002035
Reference Numbers of Documents Assigned or Released	
This agreement between	Ed-Loretta-Sharon-Melissa Ostgaard
hereinafter called the 'Owner', and	Pacific County

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Timber Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
 - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
 - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
 - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
 - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
 - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
 - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
 - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
 - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
 - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
 - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
 - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: February 11, 2013

Granting Authority:

Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: _____

Owner(s)

(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

**Current Use Application
Timber Land Classification fee \$175.00
Parcels with Multiple Ownerships
Chapter 84.34 RCW**

①

File with County Legislative Authority		Pacific County	
Owner Name/Legal Entity Name (if legal entity, list all owners, partners, members, etc. of legal entity) and Parcel Number.		Notice of Approval or Denial	
Parcel 1	7401500 2001	<input type="checkbox"/> Application approved	<input type="checkbox"/> Application denied
Parcel 2	7401500 2006	<input type="checkbox"/> All parcel(s)	<input type="checkbox"/> Portion(s) of parcel(s)
Parcel 3	7401500 2013	Date of approval/denial:	
Parcel 4	7401500 2024	Owners notified on:	
Parcel 5	7401500 2027	Assessor notified on:	
Parcel 6	7401500 2032	If approved, Agreement mailed on:	
7	7401500 2035	County Legislative Authority Signature: _____	
Parcel 1: Address and Legal Description		Lot 1, 2, 3, 4, 5	Sec: 22 Twp: 11W Rge: 10N
Parcel 2: Address and Legal Description		Lots 6, 7, 8, 9, 10, 11, 12	Sec: 22 Twp: 11W Rge: 10N
Parcel 3: Address and Legal Description		Lots 13/14/15, 16, 17/18/19, 20, 21, 22, 23 S 43' / S 43' / N 1/2	Sec: 22 Twp: 11W Rge: 10N
Parcel 4: Address and Legal Description		Lots 24, 25	Sec: 22 Twp: 11W Rge: 10N
Parcel 5: Address and Legal Description		Lots 27, 28, 29, 30, 31	Sec: 22 Twp: 11W Rge: 10N

Describe how all parcels subject to this application are being managed as part of a single operation. The County Legislative Authority may request additional information to verify all parcels considered contiguous, for the purposes of this classification, are being managed as part of a single operation. Additional information may include, but is not limited to, federal income tax returns and schedules, articles of incorporation, partnership agreements, rental or lease agreements, and operating agreements.

ALL Parcels of this operation are in one section of LAND.
The operation is managed by EDWARD Ostgaard as a single family operation.

Describe the familial relationships between all owners of parcels subject to this application. The County Legislative Authority may request additional information to verify all owners of contiguous parcels meet the definition of "family" as defined in RCW 84.34.020(6)(b)(ii). Additional information may include, but is not limited to, birth certificates, marriage certificates, state registered domestic partner agreements, and adoption documents.

EDWARD & Loretta Ostgaard - married
Sharon Ostgaard - single - sibling - sister
Melissa Johnson - single - niece

Current Use Application Timber Land Classification Parcels with Multiple Ownerships Chapter 84.34 RCW

File with County Legislative Authority		Pacific County	
Owner Name/Legal Entity Name (if legal entity, list all owners, partners, members, etc. of legal entity) and Parcel Number Loretta Ostgaard, Sharon Ostgaard, EDWARD Ostgaard, melissa Johnson Parcel 1 Parcel 2 Parcel 3 Parcel 4 Parcel 5 Parcel 6 7		Notice of Approval or Denial <input type="checkbox"/> Application approved <input type="checkbox"/> Application denied <input type="checkbox"/> All parcel(s) <input type="checkbox"/> Portion(s) of parcel(s) Date of approval/denial: Owners notified on: Assessor notified on: If approved, Agreement mailed on: County Legislative Authority Signature: _____ APPEAL: A denial of an application for classification as timber land may only be appealed to County Superior Court.	
Parcel 6 Address and Legal Description	Lots 32, 33 Cranmoor Williams ADD 02	Sec: 22 Twp: 11 W Rge: 10 N	
Parcel 7 Address and Legal Description	Lots 35-36 Cranmoor Williams ADD 02	Sec: 22 Twp: 11 W Rge: 10 N	
Parcel 8 Address and Legal Description		Sec: Twp: Rge:	
Parcel 9 Address and Legal Description		Sec: Twp: Rge:	
Parcel 10 Address and Legal Description		Sec: Twp: Rge:	

Describe how all parcels subject to this application are being managed as part of a single operation. The County Legislative Authority may request additional information to verify all parcels considered contiguous, for the purposes of this classification, are being managed as part of a single operation. Additional information may include, but is not limited to, federal income tax returns and schedules, articles of incorporation, partnership agreements, rental or lease agreements, and operating agreements.

X

Describe the familial relationships between all owners of parcels subject to this application. The County Legislative Authority may request additional information to verify all owners of contiguous parcels meet the definition of "family" as defined in RCW 84.34.020(6)(b)(ii). Additional information may include, but is not limited to, birth certificates, marriage certificates, state registered domestic partner agreements, and adoption documents.

X

Timber Management Plans:

A copy of a timber management plan must be submitted with this application. RCW 84.34.041. Each owner may either submit a separate timber management plan for their parcel(s) of land or a single timber management plan may be submitted that includes all parcels subject to this application. A timber management plan is a plan prepared by a professional forester, or by another person who has adequate knowledge of timber management practices, concerning the use of the land to grow and harvest timber. A timber management plan is required:

- When an application for classification as timber land pursuant to this chapter is submitted;
- When a sale or transfer of timber land occurs and a notice of classification continuance is signed; or
- Within sixty days of the date the application for reclassification under this chapter is received.

As owners of the parcels described in this application, we hereby indicate by our signatures below that we are aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. We also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

EDWARD C. Ostgaard
 Loretta G Ostgaard
 Melissa Johnson
 Sharon Ostgaard

x Edward C. Ostgaard
 x Loretta G Ostgaard
 x Melissa Johnson
 x Sharon Ostgaard

Assessor

In accordance with the provisions of RCW 84.34.050(3), within ten days following receipt of the notice from the granting authority of classification of land under this chapter, the assessor must submit notice (Form REV 64 0103) to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

Amount of Processing Fee Collected \$ 175

Date: 12/20/13

Timber Land Application Addendum

Each parcel owner must complete a separate addendum and attach it to the application form. If a question on this addendum is addressed in the timber management plan, please indicate this after the applicable question.

Owner Name: ~~EDWARD OSTGAARD~~ *Loretta Ostgaard*

Parcel Number: *7401500 2001*
7401500 2006

1. How many acres is your parcel? *7 Parcels = 28 Acres*
2. When did you acquire this parcel? *1994*
3. Give a brief description of the timber on the land or, if harvested, your plan for restocking.

mostly Willow, Alder, some Spruce
AFTER HARVESTING we'll have to decide what's best to REPLANT

4. Do you have an existing timber management plan for this land? Yes No
 If yes, has it existed for more than one year? Yes No
 If yes, describe the nature and extent to which the plan has been implemented or changed.

5. Is the land used for grazing? Yes No
 If yes, how many acres are used for grazing?

6. Has this land been subdivided or has a plat been filed with respect to the land? Yes No

7. Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain. Yes No

8. Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610? Yes No
 If no, please explain. *Less than 50A*

9. Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain. Yes No

10. Describe the present improvements (residence, buildings, etc.) on your parcel of land. *None*

11. Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.

12. Summary of your current and past experience with growing and harvesting timber.
None ; but I AM A Farmer

NOTICE: To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

Timber Land Application Addendum

Each parcel owner must complete a separate addendum and attach it to the application form. If a question on this addendum is addressed in the timber management plan, please indicate this after the applicable question.

Owner Name: Sharon Ostgaard 11/26/13
Parcel Number:

7401500 2001
7401500 2006
7401500 2013
7401500 2024
7401500 2027
7401500 2032
7401500 2035

1. How many acres is your parcel? 7 parcels = 28 A
2. When did you acquire this parcel? 1994
3. Give a brief description of the timber on the land or, if harvested, your plan for restocking.
Willow, Alder, Spruce
decide AFTER harvest whats best to Replant
4. Do you have an existing timber management plan for this land? Yes No
If yes, has it existed for more than one year? Yes No
If yes, describe the nature and extent to which the plan has been implemented or changed.
5. Is the land used for grazing? Yes No
If yes, how many acres are used for grazing?
6. Has this land been subdivided or has a plat been filed with respect to the land? Yes No
7. Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain. Yes No
8. Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610? Yes No
If no, please explain. LESS THAN 50 ACRES
9. Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain. Yes No
10. Describe the present improvements (residence, buildings, etc.) on your parcel of land. None
11. Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.
12. Summary of your current and past experience with growing and harvesting timber. None

NOTICE: To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

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Timber Land Application Addendum

Each parcel owner must complete a separate addendum and attach it to the application form. If a question on this addendum is addressed in the timber management plan, please indicate this after the applicable question.

Owner Name: Melissa Johnson Parcel Number: 7401500

7401500	2001
7401500	2006
7401500	2013
7401500	2024
7401500	2027
7401500	2032
7401500	2035

- How many acres is your parcel? 7 Parcels = 28A.
- When did you acquire this parcel? Approx. 2001
- Give a brief description of the timber on the land or, if harvested, your plan for restocking.
Willow, Alder, some Spruce
Decide after harvesting what's best
- Do you have an existing timber management plan for this land?
If yes, has it existed for more than one year?
If yes, describe the nature and extent to which the plan has been implemented or changed. Yes No
- Is the land used for grazing?
If yes, how many acres are used for grazing? Yes No
- Has this land been subdivided or has a plat been filed with respect to the land? Yes No
- Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain. Yes No
- Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610? Yes No
If no, please explain. Less than 50 acres
- Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain. Yes No
- Describe the present improvements (residence, buildings, etc.) on your parcel of land. None
- Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.
- Summary of your current and past experience with growing and harvesting timber. None

NOTICE: To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

28	27	26	25
29	30	31	32
36	35	34	33

ST.

4	3	2	1
5 Pond	6	7	8
12	11	10	9
13	14	15	16
20	19	18	17
21	22	23	24
28	27	26	25
29	30	31	32
36	35	34	33

DRAINAGE RIGHTWAY

LAKE

To Chanmoor

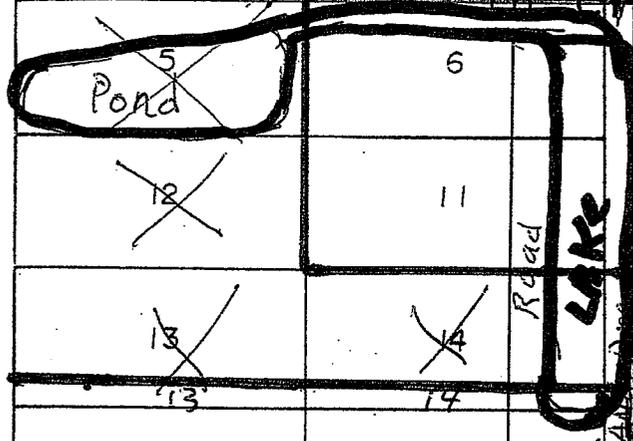
Road

A

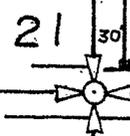
Road 19

Road 18

Road



JIM



28 27

State Highw



PACIFIC COUNTY ASSESSOR'S OFFICE FOREST MANAGEMENT PLAN

Land Owner Sharon Ostgaard + Coretta Ostgaard Phone 360-642-8477
Melissa Johnson

Address 3606 Sandridge Rd Ilwaco, wa 98624

Parcel # See Exhibit A SEC 22 TWP 11W RGE 10N

Property Location Hwy 101 + Jim st. Seaview, Pacific Co.

LAND USE AND OBJECTIVES

Please describe the current use of the property and your future intentions for the acreage in application.

We ARE Growing an Assortment of Alder, Willow, Spruce trees for future Harvesting

Please provide a sketch or attach a map to illustrate the timber areas in relation to the parcel, using the map symbols below.

Refer to Exhibit B + MAP

MAP SYMBOLS

Property Lines _____ Timber Stand Boundary /////
 Improved Roads ===== Streams ~~~~~ Wetlands (W)
 Buildings (B)

STAND#	ACRES	SPECIES	AGE	%STOCKING
1	4	Alder, Willow, Spruce	25	100%
2	6	Alder, Willow, Spruce	25	100%
3	8	Alder, Willow, Spruce	25	100%
4	2	Alder, Willow, Spruce	25	100%
5	4	Alder, Willow	25	100%
6	2	Alder, Willow	25	100%
7	2	Alder, Willow	25	100%

CONTINUED...

HARVEST

STAND #	HARVEST TYPE (CLEARCUT/PARTIAL)	VOLUME REMOVED%	APPROXIMATE HARVEST DATE
1	clear cut	100%	UNKNOWN
2	↓	↓	↓
3	↓	↓	↓
4	↓	↓	↓
5	↓	↓	↓
6	↓	↓	↓
7	↓	↓	↓

REFORESTATION

STAND #	METHOD OF REFORESTATION	SPECIES	STOCK SIZE	PROPOSED # OF TREES PER ACRE	DATE OF REFORESTATION
1	Hand	unknown	unt	time to reforest	UNKNOWN
2	↓	↓	↓	↓	↓
3	↓	↓	↓	↓	↓
4	↓	↓	↓	↓	↓
5	↓	↓	↓	↓	↓
6	↓	↓	↓	↓	↓
7	↓	↓	↓	↓	↓

TIMBER STAND IMPROVEMENT (TSI)

STAND #	TSI ACTIVITY	TREATMENT DATE	TYPE OF CHEMICAL OR FERTILIZER	POST THINNING TREES/ACRE
1	Just let grow	To Be determined	N/A	N/A
2	↓	↓	↓	↓
3	↓	↓	↓	↓
4	↓	↓	↓	↓
5	↓	↓	↓	↓
6	↓	↓	↓	↓
7	↓	↓	↓	↓

OTHER LAND MANAGEMENT ACTIVITIES (Describe)

Maintenance Property and Let grow

DESCRIBE THE PRESENT IMPROVEMENTS ON THIS PROPERTY (buildings, etc.)

None

IS THE LAND SUBJECT TO A LEASE, OPTION, OR OTHER RIGHTS WHICH PERMIT IT TO BE USED FOR ANY PURPOSE OTHER THAN GROWING AND HARVESTING TIMBER? YES OR NO

IF YES, EXPLAIN

IS ALL OF THE LAND SUBJECT TO A (FOREST) FIRE PATROL ASSESSMENT? YES OR NO

IF NOT, PLEASE EXPLAIN. Less Than 50 A

ARE YOU AND IS YOUR LAND IN COMPLIANCE WITH THE RESTOCKING, FOREST MANAGEMENT, FIRE PROTECTION, INSECT AND DISEASE CONTROL, AND FOREST DEBRIS LAWS? (TITLE 76 RCW) YES OR NO

IF NOT, PLEASE EXPLAIN

SIGNATURES OF ALL OWNERS

x Edward C. Ostward

x *[Signature]* 11/26/13

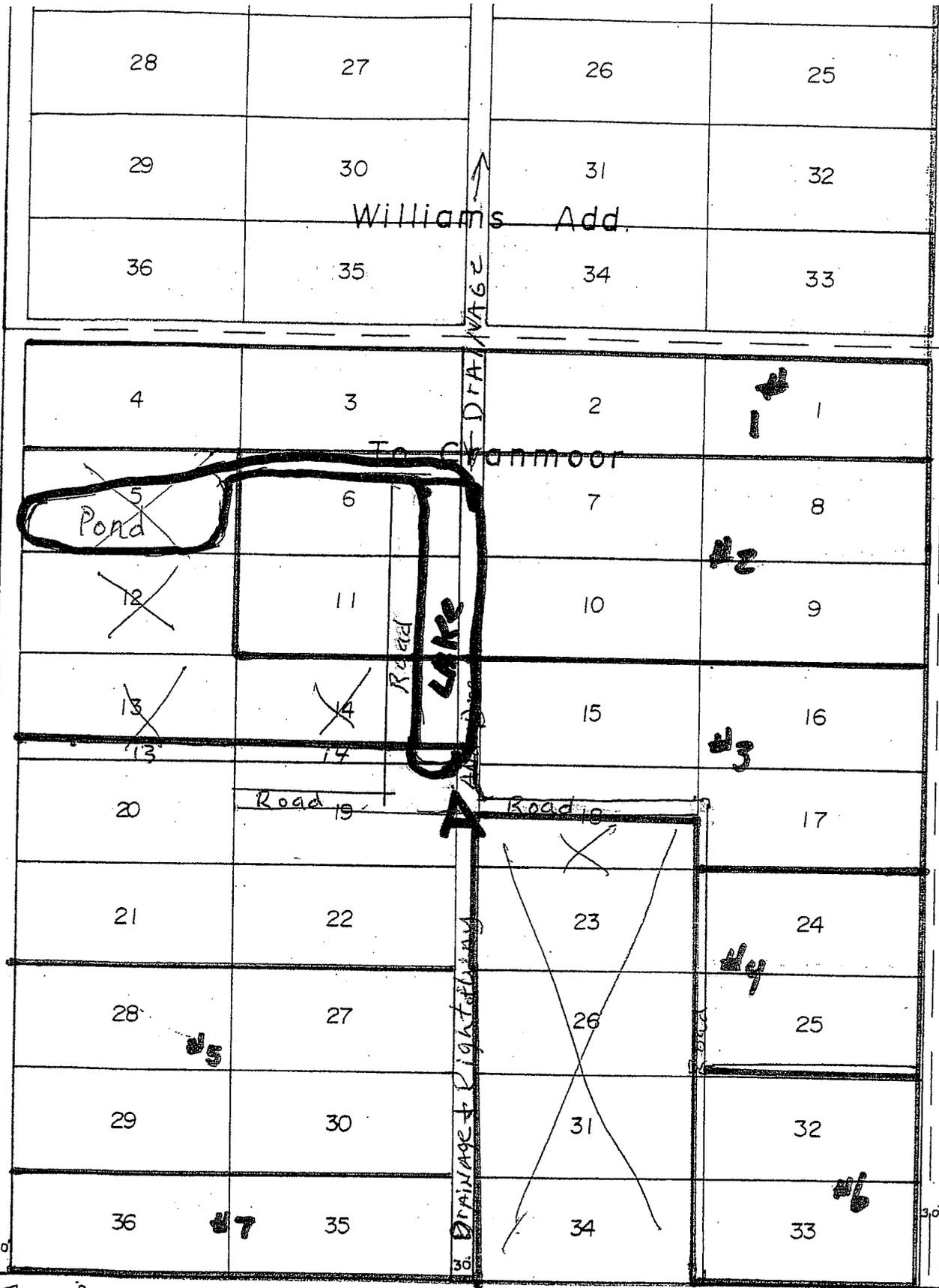
x *[Signature]*

x *[Signature]*

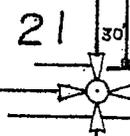
Exhibit A

PARCEL #	PARCEL #	LEGAL DESCRIPTION
1	74015002001	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 1, 2, 3, 4
2	74015002006	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 6, 7, 8, 9, 10, 11
3	74015002013	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 543' 543' N/2
4	74015002024	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 24, 25
5	74015002024	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 27, 28, 29, 30
6	74015002032	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 32, 33
7	740150035	10 N 11 W 22 CRANMOOR Williams ADD 02 Lots 35, 36

PARCEL #	MAP	Exhibit B - Tree Species
1		ALDER - Willow - Spruce
2		ALDER - Willow - Spruce
3		ALDER - Willow - Spruce
4		ALDER - Willow - Spruce
5		ALDER - Willow -
6		ALDER - Willow
7		ALDER - Willow



5
C
ST.
30
JIM



28 27

EXhibit B MAP

State Highway



Will Be transferring to
OS Timber

When Recorded Return to:

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	James & Jane Nowogroski
Legal Description --	W 1/2 SE 1/4 of NE 1/4 Less Rd M&B Section 9 Twn 13 Rge 8.
Assessor's Property Tax Parcel or Account Number	13080914900
Reference Numbers of Documents Assigned or Released	
This agreement between	James & Jane Nowogroski
hereinafter called the 'Owner', and	Pacific County
hereinafter called the 'Granting Authority'.	

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Timber Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
 - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
 - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
 - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
 - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
 - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
 - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
 - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
 - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
 - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
 - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
 - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: February 11, 2014

Granting Authority:

Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: _____

Owner(s)

(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

**Current Use Application
Timber Land Classification
Parcels with Same Ownership**

Chapter 84.34 RCW #173

Pacific County

File with County Legislative Authority	
Parcel Number(s): <u>13080914900</u>	Notice of Approval or Denial <input type="checkbox"/> Application approved <input type="checkbox"/> Application denied <input type="checkbox"/> All parcel(s) <input type="checkbox"/> Portion(s) of parcel(s)
Owner(s) Name and Address: <u>Nowogroski Living Trust</u> <u>Jana A Nowogroski, Trustee</u> <u>John A Nowogroski, Trustee</u> <u>8815 53rd St Ct W, University Place</u> Telephone No.: <u>253 565 2887 Wash. 98467</u> Email Address: <u>None</u>	Date of approval/denial: Owners notified on: Assessor notified on: If approved, Agreement mailed on: County Legislative Authority Signature: APPEAL: A denial of an application for classification as timber land may only be appealed to County Superior Court.
Legal Description: <u>W 1/2 SENE</u> <u>less Rd & meB</u>	Sec: <u>9</u> Twp: <u>13</u> Rge: <u>8</u>

If a question is addressed in your timber management plan, please indicate this after the applicable question.

1. How many acres is your parcel? 5.5
2. How many acres are you applying for? 5.5
3. When did you acquire this parcel? march, 1994
4. Give a brief description of the timber on the land or, if harvested, your plan for restocking.
98% 14 year Douglas Fir with precommercial thinning 2010 to 225 trees/acre
1% spruce
1% alder
5. Do you have an existing timber management plan for this land? No formal written plan Yes No
 If yes, has it existed for more than one year? Yes No
 If yes, describe the nature and extent to which the plan has been implemented or changed.
6. Is the land used for grazing? Yes No
 If yes, how many acres are used for grazing?
7. Has this land been subdivided or has a plat been filed with respect to the land? Yes No
Not while we have owned it since 1994
8. Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain. Yes No
9. Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610? Yes No
 If no, please explain.

10. Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain. Yes No

11. Describe the present improvements (residence, buildings, etc.) on your parcel of land.
NONE

12. Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.
100% stocked with timber

13. Summary of your current and past experience with growing and harvesting timber.
*Forest stewardship class of 8 2 hour sessions plus extra day of chipping
we own approximately 300 acres of timber land
1999 - Washington Farm Forestry state award for tree farmer of the year*

NOTICE: To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

Timber Management Plans:

A copy of a timber management plan must be submitted with this application. (RCW 84.34.041) A timber management plan is a plan prepared by a professional forester, or by another person who has adequate knowledge of timber management practices, concerning the use of the land to grow and harvest timber. A timber management plan is required:

- When an application for classification as timber land pursuant to this chapter is submitted;
- When a sale or transfer of timber land occurs and a notice of classification continuance is signed; or
- Within sixty days of the date the application for reclassification under this chapter is received.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Nowogroski Family Trust
James A. Nowogroski
Jane A. Nowogroski

Signature of each owner:

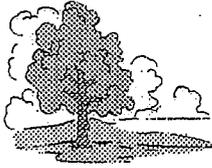
(X) James A. Nowogroski, owner & trustee
(X) Jane A. Nowogroski, owner & trustee

Assessor

In accordance with the provisions of RCW 84.34.050(3), within ten days following receipt of the notice from the granting authority of classification of land under this chapter, the assessor must submit notice (Form REV 64 0103) to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

Amount of Processing Fee Collected: \$ *175⁰⁰*

Date: *12/13/13*



PACIFIC COUNTY ASSESSOR'S OFFICE FOREST MANAGEMENT PLAN

Land Owner Newogroski Living Trust
Jane A. Newogroski, Trustee Phone 253 5652887

Address 8815 53rd St Ct W, University Place, Wash 98467

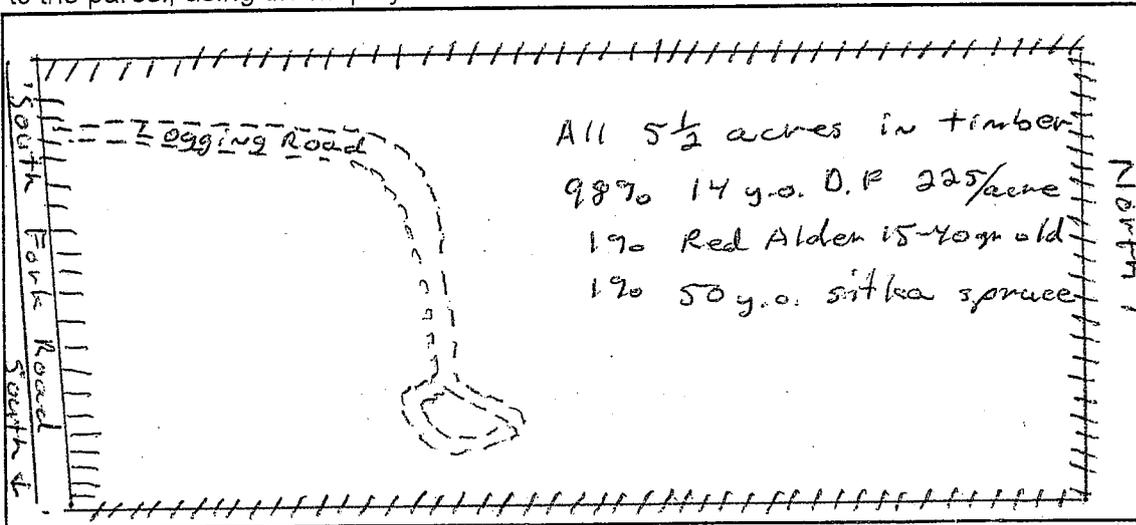
Parcel # 130809149.00 SEC 9 TWP 13 RGE 8

Property Location 1 mile west of Fern Hill cemetery on South Fork Rd.

LAND USE AND OBJECTIVES

Please describe the current use of the property and your future intentions for the acreage in application. 98% 14 year old Douglas Fir - thinned to 225 trees per acre
commercial thin to 120-140/acre at stand age 30 yrs
clear cut 50-70 year stand age to produce 200,000 bd feet

Please provide a sketch or attach a map to illustrate the timber areas in relation to the parcel, using the map symbols below.



MAP SYMBOLS

Property Lines _____ Timber Stand Boundary ||||| Wetlands (W)
 Improved Roads ===== Streams ~~~~~ Buildings (B)

STAND#	ACRES	SPECIES	AGE	%STOCKING
(above)				

CONTINUED...

HARVEST

STAND #	HARVEST TYPE (CLEARCUT/PARTIAL)	VOLUME REMOVED%	APPROXIMATE HARVEST DATE
5 1/2 acres	clearcut	30,000 bd ft	1997

REFORESTATION

STAND #	METHOD OF REFORESTATION	SPECIES	STOCK SIZE	PROPOSED # OF TREES PER ACRE	DATE OF REFORESTATION
5 1/2 acres	shovel planting	Douglas Fir	2-1	325	1999

TIMBER STAND IMPROVEMENT (TSI)

STAND #	TSI ACTIVITY	TREATMENT DATE	TYPE OF CHEMICAL OR FERTILIZER	POST THINNING TREES/ACRE
5 1/2 acres	pre commercial	2010	none	225

OTHER LAND MANAGEMENT ACTIVITIES (Describe)

2010 - Brush cut with chainsaw

DESCRIBE THE PRESENT IMPROVEMENTS ON THIS PROPERTY (buildings, etc.)

None

IS THE LAND SUBJECT TO A LEASE, OPTION, OR OTHER RIGHTS WHICH PERMIT IT TO BE USED FOR ANY PURPOSE OTHER THAN GROWING AND HARVESTING TIMBER? YES OR NO

IF YES, EXPLAIN _____

IS ALL OF THE LAND SUBJECT TO A (FOREST) FIRE PATROL ASSESSMENT? YES OR NO
IF NOT, PLEASE EXPLAIN. _____

ARE YOU AND IS YOUR LAND IN COMPLIANCE WITH THE RESTOCKING, FOREST MANAGEMENT, FIRE PROTECTION, INSECT AND DISEASE CONTROL, AND FOREST DEBRIS LAWS? (TITLE 76 RCW) YES OR NO
IF NOT, PLEASE EXPLAIN _____

SIGNATURES OF ALL OWNERS

James A. Nowogroski - owner & trustee of Nowogroski Family Living Trust

Jane A. Nowogroski owner & trustee of Nowogroski Living Trust



When Recorded Return to:

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Kevin Colburn
Legal Description --	Tax Lot 9, Section 3, Twn 13N RGE 8W (11+ acres; Tax Lot 28, Section 3, Twn 13N (6+ acres).
Assessor's Property Tax Parcel or Account Number	13080343009
Reference Numbers of Documents Assigned or Released	
This agreement between	Kevin Colburn
hereinafter called the 'Owner', and	Pacific County
hereinafter called the 'Granting Authority'.	

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Timber Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
 - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
 - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
 - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
 - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
 - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
 - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
 - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
 - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
 - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
 - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
 - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: February 11, 2014

Granting Authority:

Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: _____

Owner(s)

(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

**Current Use Application
Timber Land Classification
Parcels with Same Ownership**
Chapter 84.34 RCW

Pacific County

File with County Legislative Authority	<p align="center">Notice of Approval or Denial</p> <input type="checkbox"/> Application approved <input type="checkbox"/> Application denied <input type="checkbox"/> All parcel(s) <input type="checkbox"/> Portion(s) of parcel(s) Date of approval/denial: Owners notified on: Assessor notified on: If approved, Agreement mailed on: County Legislative Authority Signature: APPEAL: A denial of an application for classification as timber land may only be appealed to County Superior Court.
Parcel Number(s): <u>13080343009 11± Acres</u> <u>Plus of: 13080343028 6± Acres</u>	
Owner(s) Name and Address: <u>Colburn, Kevin</u> <u>1262 State Rt 6</u> <u>Raymond, wa 98577</u>	
Telephone No.: <u>942-3301</u> Email Address: _____	
Legal Description: <u>Tax Lot 9 - Sec 3 (13-8)</u> <u>and 28</u> <u>(Approx 17 Acres)</u>	Sec: <u>3</u> Twp: <u>13</u> Rge: <u>8</u>

If a question is addressed in your timber management plan, please indicate this after the applicable question.

1. How many acres is your parcel? 45.69
2. How many acres are you applying for? 17.00 (Remaining in Farm)
3. When did you acquire this parcel?
4. Give a brief description of the timber on the land or, if harvested, your plan for restocking.
20+ years in REWOOD
5. Do you have an existing timber management plan for this land? Yes No
If yes, has it existed for more than one year? Yes No
If yes, describe the nature and extent to which the plan has been implemented or changed.
6. Is the land used for grazing? Yes No
If yes, how many acres are used for grazing?
7. Has this land been subdivided or has a plat been filed with respect to the land? Yes No
8. Are you and is your land in compliance with the restocking, forest management, fire protection, insect and disease control, and forest debris laws described in Title 76 RCW? If no, please explain. Yes No
9. Is all or part of the land subject to a forest fire patrol assessment as described in RCW 76.04.610? Yes No
If no, please explain.

10. Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain. Yes No

11. Describe the present improvements (residence, buildings, etc.) on your parcel of land.

NONE

12. Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.

13. Summary of your current and past experience with growing and harvesting timber.

WE HAVE TIMBERLAND IN THE PAST AND WE A FULL SERVICE TIMBER CO.

NOTICE: To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

Timber Management Plans:

A copy of a timber management plan must be submitted with this application. (RCW 84.34.041) A timber management plan is a plan prepared by a professional forester, or by another person who has adequate knowledge of timber management practices, concerning the use of the land to grow and harvest timber. A timber management plan is required:

- When an application for classification as timber land pursuant to this chapter is submitted;
- When a sale or transfer of timber land occurs and a notice of classification continuance is signed; or
- Within sixty days of the date the application for reclassification under this chapter is received.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

KEVIN COBURN

(X)

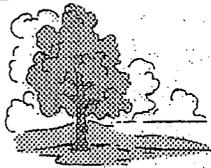
Assessor

In accordance with the provisions of RCW 84.34.050(3), within ten days following receipt of the notice from the granting authority of classification of land under this chapter, the assessor must submit notice (Form REV 64 0103) to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

Amount of Processing Fee Collected: \$ 175.00

Date: 12/24/13





PACIFIC COUNTY ASSESSOR'S OFFICE FOREST MANAGEMENT PLAN

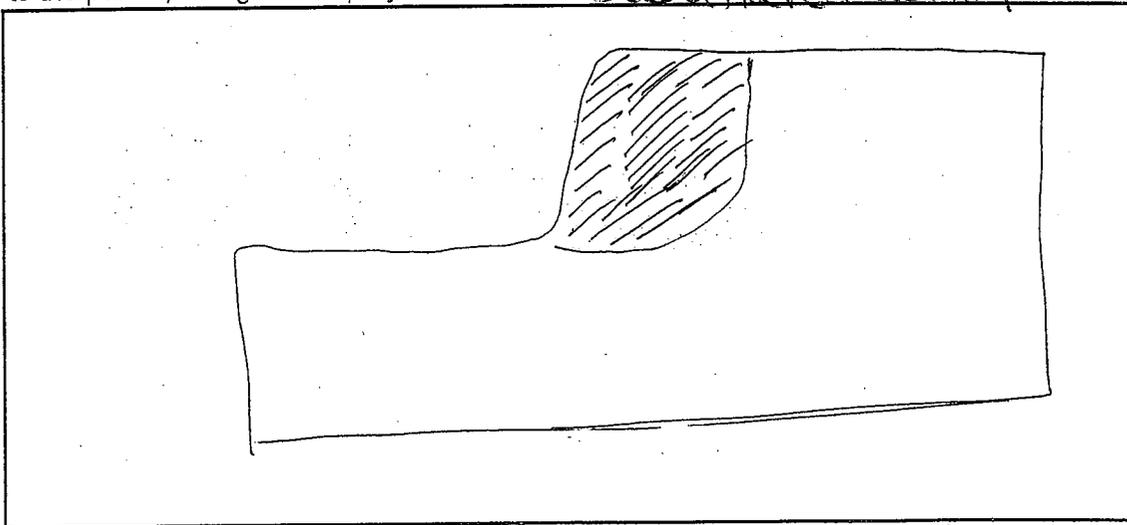
Land Owner Colburn, Kevin Phone 942-3301
 Address 1262 Staller Rd Raymond WA 98577
 Parcel # 130803430094028 SEC 3 TWP 13 RGE 8
 Property Location 11± Acres 6± Acres

LAND USE AND OBJECTIVES

Please describe the current use of the property and your future intentions for the acreage in application.

USED AS A FARM AND WE INTEND TO DO THE SAME

Please provide a sketch or attach a map to illustrate the timber areas in relation to the parcel, using the map symbols below. See attached aerial



MAP SYMBOLS

Property Lines ——— Timber Stand Boundary /////// Wetlands (W)
 Improved Roads ===== Streams ~~~~~ Buildings (B)

STAND#	ACRES	SPECIES	AGE	%STOCKING
1	19	Fir	20+	100%

CONTINUED...

HARVEST

STAND #	HARVEST TYPE (CLEARCUT/PARTIAL)	VOLUME REMOVED%	APPROXIMATE HARVEST DATE
1	total	100%	1993

REFORESTATION

STAND #	METHOD OF REFORESTATION	SPECIES	STOCK SIZE	PROPOSED # OF TREES PER ACRE	DATE OF REFORESTATION
1	replant	Hemlock		150	1993

TIMBER STAND IMPROVEMENT (TSI)

STAND #	TSI ACTIVITY	TREATMENT DATE	TYPE OF CHEMICAL OR FERTILIZER	POST THINNING TREES/ACRE

OTHER LAND MANAGEMENT ACTIVITIES (Describe) _____

DESCRIBE THE PRESENT IMPROVEMENTS ON THIS PROPERTY (buildings, etc.)

IS THE LAND SUBJECT TO A LEASE, OPTION, OR OTHER RIGHTS WHICH PERMIT IT TO BE USED FOR ANY PURPOSE OTHER THAN GROWING AND HARVESTING TIMBER? YES OR NO

IF YES, EXPLAIN

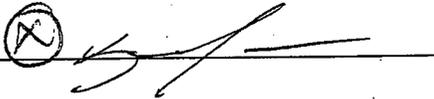
IS ALL OF THE LAND SUBJECT TO A (FOREST) FIRE PATROL ASSESSMENT? YES OR NO

IF NOT, PLEASE EXPLAIN.

ARE YOU AND IS YOUR LAND IN COMPLIANCE WITH THE RESTOCKING, FOREST MANAGEMENT, FIRE PROTECTION, INSECT AND DISEASE CONTROL, AND FOREST DEBRIS LAWS? (TITLE 76 RCW) YES OR NO

IF NOT, PLEASE EXPLAIN

SIGNATURES OF ALL OWNERS



A handwritten signature in black ink, starting with a circled 'A' followed by a stylized name.

RCW 42.30.110
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (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;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if 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.