

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

**Tuesday, February 24, 2015  
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 for items not on the agenda** *(limited to three minutes per person)*

### **CLOSE MEETING**

*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.*

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

**February 24, 2015  
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

## **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** *(held in the Commissioners Conference Room unless otherwise noted)*

11:00 AM Workshop w/ DCD re: portable housing

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**Call to Order**

**Public Comment for items not listed on the agenda** *(limited to three minutes per person)*

**CONSENT AGENDA (Items 1-3)**

**Sheriff's Office**

- 1) Approve Amendment A to Contract #E15-018 with WA State Military Department; authorize Chair to sign

**General Administration**

- 2) Approve disposal and transfer of inventory items for the Treasurer's Office, Prosecutor's Office and Sheriff's Office

**General Business**

- 3) Vendor Claims:  
Warrants Numbered 125951 thru 126055 - \$145,789.76

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 4) Consider approval of award of Chip rock Bid No. 2015-01 to Naselle Rock & Asphalt Co. at a rate of \$20.50/ton
- 5) Consider approval of request to purchase two pairs of Automated Flagger Assistance Devices (AFAD) from Coral Sales Co.
- 6) Consider approval of request to purchase a 135 excavator through the Houston-Galveston Area Council Cooperative Purchasing Program (HGAC-Buy)
- 7) Consider approval of Digital Submittal Certification County Road Administration Reports for 2014; authorize Chair to sign

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**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 8) Consider approval of request to issue Request for Proposal of update of the Critical Area and Resource Lands Ordinance No. 147, 147A, and 147B

**ITEMS REGARDING JUVENILE COURT SERVICES**

- 9) Consider approval of request to post and if needed, advertising of casual Legal Assistant

**ITEMS REGARDING VEGETATION MANAGEMENT**

- 10) Consider approval of Interdepartmental Agreement with Department of Public Works for Vegetation Control on County Road Right of Ways

**ITEMS REGARDING TREASURER'S OFFICE**

- 11) Consider approval of request to sell tax title property

**ITEMS REGARDING SUPERIOR COURT**

- 12) Consider approval of request for out of class pay for Assistant Court Administrator
- 13) Consider approval of Interpreter Service Contract with Pete Hinton

**ITEMS REGARDING RISK MANAGEMENT**

- 14) Acknowledge Claims for Damages #2015-02-001 and refer to Risk Manager for investigation

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 15) Consider the placement of Charles Benedict as "alternate" and Bob Coty as regular member on the Veterans Advisory Board

**ITEMS REGARDING GENERAL BUSINESS**

- 16) Consider adoption of Resolution No. 2015-\_\_\_\_\_ regarding certification of fy2015 Inventory
- 17) Consider approval of Contract for Services with Port of Ilwaco for the Halton Development project
- 18) Consider approval of Interlocal Agreement with Fire District #3 and Fire District #4 for a short term loan from Cumulative Reserve Fund #197 for repayment for purchase of dispatch radio equipment upgrade/replacement
- 19) Consider approval of Public Official Bond for Clerk of Superior Court
- 20) Consider approval of Collective Bargaining Agreement with Teamsters Local 252 C and WA Teamsters Welfare Trust Subscription Agreement; authorize Chair to sign
- 21) Consider adoption of Resolution No. 2015-\_\_\_\_\_ amending the Policy Manual and establishing the Global Positioning System (GPS) Program Implementation Policy

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

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**EXECUTIVE SESSION**

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

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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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
February 24, 2015

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: February 12, 2015
NARRATIVE OF REQUEST Request to approve an amendment to contract E15-018A, the WA State E911 Contract Amendment, effectively reducing the total contract amount from \$448,207.00 to \$435,393.00.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>	



**Washington State Military Department  
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: <b>Pacific County Post Office Box 187 South Bend, Washington 98586</b>		2. CONTRACT NUMBER: <b>E15-018</b>	3. AMENDMENT NUMBER: <b>A</b>
4. CONTRACTOR CONTACT, PHONE/EMAIL: <b>Stephanie Fritts / 360.875.9340 sfritts@co.pacific.wa.us</b>		5. MD STAFF CONTACT, PHONE/EMAIL: <b>Teresa C Lewis/253.512.7481 teresa.lewis@mil.wa.gov</b>	
6. TIN or SSN: <b>91-6001356</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NONE</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>E911 Wireline and Wireless</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (DEPARTMENT) and RCW 38.52.510 / WAC 118-66 Enhanced 911</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>This amendment adjusts the funds in the Budget sheet (Attachment D) based on updated expenditures and projected revenues.</b>			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> <li>1. Contract expiration date of August 15, 2015 remains <b>unchanged</b>.</li> <li>2. Contract performance period of July 1, 2014 through June 30, 2015 remains <b>unchanged</b>.</li> <li>3. <b>Change</b> the overall contract amount <b>from \$448,207 to \$435,393</b>; a decrease of \$12,814</li> <li>4. <b>Change</b> the FY15 CPD Wireline funding amount <b>from \$7,120 to \$6,548</b>; a decrease of \$572</li> <li>5. <b>Change</b> the FY15 OPS Wireline funding amount <b>from \$35,321 to \$34,725</b>; a decrease of \$596</li> <li>6. <b>Change</b> the FY15 CPD Wireless funding amount <b>from \$28,480 to \$26,192</b>; a decrease of \$2,288</li> <li>7. <b>Change</b> the FY15 OPS Wireless funding amount <b>from \$377,286 to \$367,928</b>; a decrease of \$9,358</li> <li>8. <b>Replace</b> the original Budget Sheet (Attachment D) <b>with</b> the Revised Budget Sheet (Attachment D), attached.</li> </ol> <p>This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p>			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
<hr/> Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military DEPARTMENT		<hr/> Signature _____ Date _____ Steve Rogers, Chairman Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Dawn Cortez (signature on file) 7/8/2014 Assistant Attorney General		for Pacific County	

Form Date: 10/27/00

**ATTACHMENT D**  
**REVISED BUDGET SHEET**  
**E911 COUNTY OPERATIONS CONTRACT - FY2015**  
 July 1, 2014 – June 30, 2015

	SFY2015 - Original		SFY2015 - Revised	
	WIRELINE/ VoIP	WIRELESS/ PREPAID	WIRELINE/ VoIP	WIRELESS/ PREPAID
<b>*Estimated County E911 Excise Tax Revenue</b>	\$ 85,400	\$ 105,600	\$ 85,996	\$ 114,958
<b>Coordinator Professional Development (CPD)</b>	\$ 7,120	\$ 28,480	\$ 6,548	\$ 26,192
<b>Operational (OPS)</b>	\$ 35,321	\$ 377,286	\$ 34,725	\$ 367,928
<b>Capital Equipment</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>FISCAL YEAR TOTALS Not to Exceed</b>	\$ 42,441	\$ 405,766	\$ 41,273	\$ 394,120
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$ 448,207</b>		<b>\$ 435,393</b>	

**SIGNATURE AUTHORIZATION FORM**  
**WASHINGTON STATE MILITARY DEPARTMENT**  
**CAMP MURRAY, WASHINGTON 98430-5122**

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION  Pacific County	DATE SUBMITTED
PROJECT DESCRIPTION  FY15 E911 County Contract	CONTRACT NUMBER  E15 - 018A

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Steve Rogers	Chair, Board of County Commissioners January - December 2015

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Steve Rogers	Chair, Board of County Commissioners January - December 2015

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Stephanie Fritts	Chief Deputy Indefinite

Please complete form with any new contract or any time personnel changes.  
 Submit one original to State E911 Office



Board of Pacific County Commissioners  
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Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

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"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU 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 for Treasurer DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant PHONE / EXT: 3339

SIGNATURE: *Kelli D. Buchanan* DATE: 2/13/15

NARRATIVE OF REQUEST

Confirm the attached inventory disposal (fixed asset #2675) and transfers (fixed assets #2959, #3087 & #3088) for the Treasurer's Office 2015 inventory.

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

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>2675</u>	DEPT/OFFICE: <u>Treasurer</u>
EQUIPMENT DESCRIPTION: <u>Typewriter, IBM Wheelwriter</u>	LOCATION: _____
MODEL NUMBER: _____	SERIAL NUMBER: _____

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

## DISPOSAL

DISPOSAL DATE: <u>2014</u>	HOW DISPOSED: <u>Set out in the hall</u>
REASON FOR DISPOSAL: <u>Old - No Longer Used or Needed - Obsolete</u>	
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.

2015 Inventory

\_\_\_\_\_  
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: 2959	DEPT/OFFICE: Treasurer
EQUIPMENT DESCRIPTION: Dell Computer Workstation	LOCATION: Courthouse
MODEL NUMBER: OptiPlex 960	SERIAL NUMBER: F05JLJ1

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: January 2014	
TRANSFERRED FROM (DEPT/OFFICE): Treasurer	TO (DEPT/OFFICE): DPW Computer Services

**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.

2015 Inventory \_\_\_\_\_  
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: 3087	DEPT/OFFICE: Treasurer
EQUIPMENT DESCRIPTION: Dell Computer Workstation	LOCATION: Courthouse
MODEL NUMBER: Vostro 430	SERIAL NUMBER: BVNMNL1

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: January 2014	
TRANSFERRED FROM (DEPT/OFFICE): Treasurer	TO (DEPT/OFFICE): DPW Computer Services

**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.

2015 Inventory

\_\_\_\_\_  
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: 3088	DEPT/OFFICE: Treasurer
EQUIPMENT DESCRIPTION: Dell Computer Workstation	LOCATION: Courthouse
MODEL NUMBER: Vostro 430	SERIAL NUMBER: BVPDNL1

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: April 2013

TRANSFERRED FROM (DEPT/OFFICE): Treasurer TO (DEPT/OFFICE): DPW Computer Services/Disposed

**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.
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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.

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.

2015 Inventory \_\_\_\_\_  
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:**  
 2/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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 for Prosecutor's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 2/12/15
NARRATIVE OF REQUEST	
Confirm attached inventory disposals for Fixed Assets #1085, #1104, #1113, #2587, #2708, #2709 & #2711 regarding the Prosecutor's 2015 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

# PACIFIC COUNTY - INVENTORY ~~DISPOSAL~~ TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 1085	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: SONY 15" MONITOR TUBE SIZE	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

IS THIS EQUIPMENT STILL FUNCTIONING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

### DISPOSAL

DISPOSAL DATE: 11/26/2014	HOW DISPOSED: MAINTENANCE REMOVED
REASON FOR DISPOSAL: NO POWER	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

### TRANSFER

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

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

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

Your request to <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.	
<i>2015 Inventory</i>	_____ 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: 1104	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: QUATRO PRO 3 SOFTWARE	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

## DISPOSAL

DISPOSAL DATE: 2010	HOW DISPOSED: GARBAGE
REASON FOR DISPOSAL: OLD OUTDATED SOFTWARE	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

## TRANSFER

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

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: 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.

2015 Inventory

\_\_\_\_\_  
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: 1113	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: TYPEWRITER, PANASONIC	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

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

## DISPOSAL

DISPOSAL DATE: 11/26/2014	HOW DISPOSED: MAINTENANCE REMOVED
REASON FOR DISPOSAL: EXTREMELY OUT OF DATE, NO LONGER WORKED	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

## TRANSFER

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

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: 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.

2015 Inventory

\_\_\_\_\_  
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: 2587	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: DELL GX620	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

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

## DISPOSAL

DISPOSAL DATE: 2012	HOW DISPOSED:
REASON FOR DISPOSAL: NEW COMPUTERS	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

## TRANSFER

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

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: 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.

2015 Inventory

\_\_\_\_\_  
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 #1

FIXED ASSET ID NUMBER: 2708	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: OPTIPLEX 745 COMPUTER	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

## DISPOSAL

DISPOSAL DATE: 2012	HOW DISPOSED:
REASON FOR DISPOSAL: NEW COMPUTERS	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

## TRANSFER

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

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

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: 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.

2015 Inventory

\_\_\_\_\_  
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: 2709	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: DELL GX620	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

### DISPOSAL

DISPOSAL DATE: 2012	HOW DISPOSED:
REASON FOR DISPOSAL: NEW COMPUTERS	
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.)
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- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplus, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

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

2015 Inventory

\_\_\_\_\_  
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: 2711	DEPT/OFFICE: PROSECUTOR'S OFFICE
EQUIPMENT DESCRIPTION: LASERJET 1320 PRINTER	LOCATION: SOUTH BEND, WA
MODEL NUMBER: N/A	SERIAL NUMBER: N/A

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

### DISPOSAL

DISPOSAL DATE: 11/26/2014	HOW DISPOSED: MAINTENANCE REMOVED
REASON FOR DISPOSAL: WOULD NOT LOAD PAPER ANYMORE	
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.)
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- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplus, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

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

2015 Inventory

\_\_\_\_\_  
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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCCA ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Risk Mgmt

OTHER: \_\_\_\_\_

Legal Required

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"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU 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 for Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 2/17/15
NARRATIVE OF REQUEST	
Confirm attached inventory transfer from Sheriff's Office to Auditor's Office.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: SO#001206	DEPT/OFFICE: Sheriff's Office
EQUIPMENT DESCRIPTION: Kyocera Copy/Fax Machine	LOCATION: South DTF Office
MODEL NUMBER: KM-1820	SERIAL NUMBER: XPF5501964

IS THIS EQUIPMENT STILL FUNCTIONING?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

### DISPOSAL

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

### TRANSFER

TRANSFER DATE: 1/14/15	
TRANSFERRED FROM (DEPT/OFFICE): Sheriff's Office	TO (DEPT/OFFICE): Auditor's 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.

**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 24, 2015, 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

125951          thru          126055                    \$ 145,789.76

Warrants Dated:      February 13, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

**FEB 18 2015**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



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:**  
 02/24/15

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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: Department of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE:	DATE: 02/18/15
NARRATIVE OF REQUEST	
Department of Public Works opened sealed bids for the supply of Chiprock Bid No. 2015-01 on Thursday, February 19th at 9:00 am. Please see attached bid tabulation and award documents.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Naselle Rock

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

---

Contract/Agreement/Grant/Amendment #: Chiprock 2015-01

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:





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 24, 2015

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS.

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

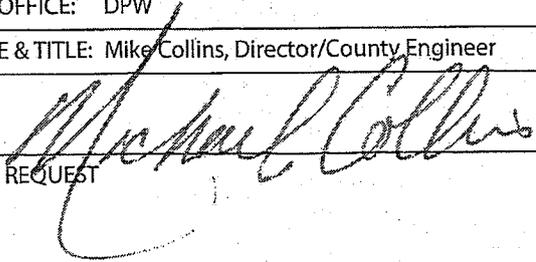
OTHER: \_\_\_\_\_

**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: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 2-12-15
NARRATIVE OF REQUEST	
<p>This office requests authorization to purchase 2 pairs of Automated Flagger Assistance Devices (AFAD) - (one set for each end of maintenance crews - north/south).</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Coral Sales Co.

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: Pacific County maintenance crews

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): limited source provider, purchase of unit with credit for rental.

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

Quotes were solicited in December from 4 vendors. 2 comparable quotes were received (within \$600), but the devices were higher than expected. Coral Sales offered a monthly rental to see if we liked the units. At the conclusion they offered the used unit for sale and credited the rental towards purchase. Monthly rental \$2,440 a pair purchase price reduced to \$15,480 a pair.

TOTAL COST/AMOUNT (include sales & use tax): \$15,480 + \$1,207.44 = \$16,687.44 TOTAL TAX: @ 7.8@ = \$1,207.44

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 104 .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  
 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 24, 2015

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 2-17-15
NARRATIVE OF REQUEST	
<p>This office requests authorization to purchase a 135 excavator through the Houston-Galveston Area Council Cooperative Purchasing Program (HGAC-Buy). The transaction will include trade-in value for Equipment No. 258 and Equipment No. 259. This replacement was included in the adopted 2015 budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

Id 4-3947 No. Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* County of Pacific, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 300 Memorial Drive, PO Box 66, South Bend, WA 98586.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* 4-10-14 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 1-1-2014 and ends \* 12-31-2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GACs contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

\* County of Pacific  
Name of End User (local government, agency, or non-profit corporation)

\* PO Box 66  
Mailing Address  
\* South Bend, WA 98586  
City State ZIP Code

\*By: *Michael Collins*  
Signature of Chief elected or appointed official

\* Michael W. Collins 4-10-14  
Typed Name & Title of Signatory Date  
Director/County Engineer

Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: *[Signature]*  
Executive Director

Attest: *[Signature]*  
Manager

Date: *May 5, 2014*

\*Denotes required fields



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 24, 2015

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 2-18-15
NARRATIVE OF REQUEST	
Attached for review and execution is the Digital Submittal Certification County Road Administration Board Reports for 2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD  
REPORTS FOR 2014**

County # 25 County Name PACIFIC  
 Required Submittal Date: April 1, 2015

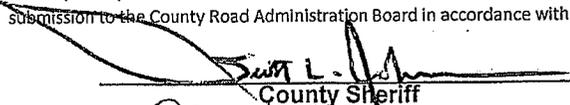
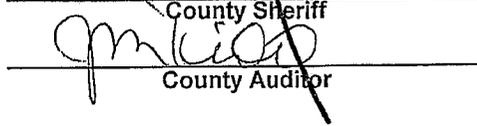
The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.

\*\*\*\*\*

**Traffic Law Enforcement Certification 2014**

(Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

 _____	<u>2-9-15</u> _____
County Sheriff	Date
 _____	<u>2-9-15</u> _____
County Auditor	Date
_____	_____
Chair / Executive	Date

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2014**

(Engineer Check)

**Annual Certification 2014**

(Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
Chair / Executive:	Date
_____	_____
County Engineer:	Date

\*\*\*\*\*

**Annual Construction Report for 2014**

(Engineer Check)

**County Arterial Preservation Report for 2014**

(Engineer Check)

**Maintenance Management Cert. for 2014**

(Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
County Engineer:	Date



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

**REQUESTED MEETING DATE:**  
 2/10/2015

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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
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	<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: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly, Executive Assistant	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: 2/4/2015
NARRATIVE OF REQUEST	
<p>The Department of Community Development would like to move forward with requesting proposals for the update of the Critical Areas and Resource Lands Ordinance. The contractor will facilitate the public meetings with the Department's assistance and draft the Ordinance update.</p> <p>The RFP is due February 27, 2015, at 4 p.m.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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 Juvenile	DIVISION (if applicable): South Bend
OFFICIAL NAME & TITLE: J. Wayne Leonard, JCA	PHONE / EXT: 3350
SIGNATURE: <i>J Wayne Leonard</i>	DATE: 02/17/2015
NARRATIVE OF REQUEST Approval to hire Casual Legal Assistant	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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:**  
2/24/15

**AGENDA REQUEST FORM**

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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: <u>Dept of Vegetation Mgmt</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt</u>	PHONE / EXT: <u>(360) 942-7758</u>
SIGNATURE: <u>Jeff Nesbitt</u>	DATE: <u>2-11-15</u>
NARRATIVE OF REQUEST <u>Requesting approval for Vegetation management contract between DVM and DPW.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**INTERDEPARTMENTAL AGREEMENT  
FOR  
VEGETATION CONTROL  
ON COUNTY ROAD RIGHT OF WAYS**

**THIS AGREEMENT** entered into this 4<sup>th</sup> day of February, 2015, by and between the Pacific County Department of Public Works, (hereinafter referred to as "DPW"), and the Pacific County Department of Vegetation Management, (hereinafter referred to as DVM), both subdivisions of Pacific County, a municipal corporation, for services and materials provided for the 2015 calendar year.

**RECITALS**

**WHEREAS**, DPW requires the performance of certain vegetation management work, to wit, the providing of equipment, labor, and material necessary for vegetation control on county road right-of-way; and

**WHEREAS**, DVM is willing and able to provide the equipment, labor, and material necessary for said work; now

**IT IS HEREBY AGREED AS FOLLOWS:**

DVM agrees to provide equipment, labor, and material to initiate and maintain vegetation control on Pacific County road right-of-way and other Pacific County property as indicated by DPW.

DVM agrees that the performance of the work described herein shall be in conformity with the provisions of RCW 35.77.020, .030, and .040, RCW 36.34, and RCW 36.75, which ever is applicable and WAC 136.32.

DPW and DVM understand and agree that DVM is hereby given the right and authority to control and/or cause the control of noxious weeds growing along or on Pacific County road rights-of-way at a time and in a manner as to maximize vegetation control benefits.

DPW further agrees to advance the sum of \$65,000.00 (sixty five thousand dollars), as an advance against payment of costs and charges due and payable pursuant to the terms of this agreement.

DVM agrees to submit to DPW a certified statement of costs and charges for the equipment, labor, and material provided in the accomplishment of the work described herein on a monthly basis.

DPW agrees to pay DVM the amount set forth in said certified statement of costs, within thirty (30) days following receipt of said statement.

DVM and DPW agree that the maximum amount to be paid to DVM, for full performance of the work described herein, shall be the sum of \$130,000.00 (One hundred thirty thousand dollars).

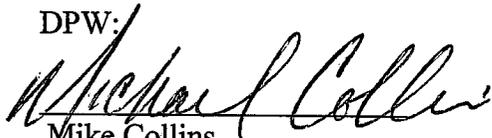
DVM agrees that the duties, obligations, and benefits conferred by this Agreement cannot be assigned, transferred, nor shall any of the work be subcontracted.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

This agreement executed the day and year first written above.

ACCEPTED AND RECOMMENDED BY:

DPW:

  
Mike Collins  
2-4-15  
Director, DPW

DVM:

  
Jeff Nesbitt  
2/4/15  
Director, DVM

AGREED TO AND RATIFIED BY:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
Steve Rogers, Commissioner

\_\_\_\_\_  
Frank Wolfe, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board



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

**REQUESTED MEETING DATE:**  
 \_\_\_\_\_

### AGENDA REQUEST FORM

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

BOCC ACTION:     APPROVED             DENIED

Agenda Item #: \_\_\_\_\_

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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: PACIFIC COUNTY TREASURER	DIVISION (if applicable):
OFFICIAL NAME & TITLE: RENEE GOODIN	PHONE / EXT: 3420
SIGNATURE: <i>Renee Goodin</i>	DATE: 2-19-15 FEBRUARY 19, 2015
NARRATIVE OF REQUEST	
<p>I would like the Pacific County Commissioners to consider selling back the Surfside Inn Condominiums, that are held as Tax Title property, back to Wyndham Resort Development Corporation. Scott Sample, Worldmark Surfside Inn Resort Manager, has indicated through his email attached, that they are willing to pay the \$27,325 in foreclosure fees associated with these units. But, in order for this sell to go through Wyndham Resort Dev. Corp. would like the Commissioners to write off the taxes, interest and penalties of \$3,661.23.</p> <p>I've attached a spreadsheet of the Surfside Inn Condominiums that Wyndham Resort Dev. Corp. would like to buy along with the breakdown of all the fees, taxes, interest and penalties associated with them.</p> <p>I would also request that all recording fees be paid by Wyndham Resort Dev. Corp..</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD																													
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED  <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: _____  Initial: _____ Date: _____																												
Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required																													
DISTRIBUTION LIST: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> RF</td> <td><input type="checkbox"/> Assessor</td> <td><input type="checkbox"/> DPW</td> <td><input type="checkbox"/> PACCOM</td> <td><input type="checkbox"/> Superior Court</td> </tr> <tr> <td><input type="checkbox"/> CF</td> <td><input type="checkbox"/> Auditor</td> <td><input type="checkbox"/> PCEMA</td> <td><input type="checkbox"/> PC Fair</td> <td><input type="checkbox"/> Treasurer</td> </tr> <tr> <td><input type="checkbox"/> SEA</td> <td><input type="checkbox"/> Clerk</td> <td><input type="checkbox"/> Health</td> <td><input type="checkbox"/> Prosecutor</td> <td><input type="checkbox"/> Veg Mgmt</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Civil Service</td> <td><input type="checkbox"/> Juvenile</td> <td><input type="checkbox"/> SDC</td> <td><input type="checkbox"/> WSU Ext.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> DCD</td> <td><input type="checkbox"/> NDC</td> <td><input type="checkbox"/> Sheriff</td> <td><input type="checkbox"/> Other</td> </tr> </table>					<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"/> PCEMA	<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"/> Veg Mgmt		<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.		<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other
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### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office for Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/18/2015
NARRATIVE OF REQUEST With the retirement of the Court Reporter/Administrator as of December 31, 2014, the Assistant Court Administrator, Angie Gilbert has been working out-of-class as Court Administrator since January 1, 2015. The Superior Court Judge is requesting Out of Class Pay for Ms. Gilbert in accordance with Local 367C Collective Bargaining Agreement Section 9.2 (Out of Class Pay).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve out of class pay for Assistant Court Administrator, Angie Gilbert, while working in the capacity of Court Reporter/Administrator (Grade 12 Step 3) in accordance with Section 9.2 of the Local 367C Collection Bargaining Agreement, effective January 1, 2015, subject to adequate budget appropriations	

days. Prior to implementation of a new pay date, the parties shall meet and bargain the impacts of this change in pay date.

9.1.5 **PAYROLL ADMINISTRATION:** If an employee submits a time sheet or payroll form claiming attendance at work for all or a portion of the remainder of any given month, and then fails to report for work for any reason during that time period and does not have sufficient medical, annual or any other applicable and approved compensable leave in his/her leave bank equivalent to the hours missed during that month, he/she shall have his/her wages docked from the next pay period equivalent to the value of the hours of insufficient leave. The Employer has the right to adjust an employee's pay dates from monthly to bimonthly with one (1) months advance notice if "adjustments to the next pay period pay" have to be made more than two (2) times in a given year, and when the employee's leave balances fall below forty (40) hours total accumulated leave (sick and vacation). This adjustment in pay period will continue for a minimum of a 12 month period, and until such time the employee has worked three (3) consecutive months with accumulated leave in excess of forty (40) hours.



9.2 **OUT OF CLASS PAY:** Employees required to work in a higher job classification shall be compensated at the rate of pay determined by applying the employee's current salary step and the grade assigned to the higher classified position description for each hour worked at the higher rate. All annual, sick, holiday, bereavement and other leave payment shall be compensated at an employee's base rate, including longevity, and not at an out of class rate. Out of class pay shall be paid only for those duties considered outside of and at a higher grade classification than the employee's current job classification.

The Official shall document in writing the reasons that necessitate out of class pay. This documentation shall be given to the Board. At minimum, the Official must submit separate written documentation for each month that an employee receives out of class pay. This written documentation must be received by the Board and the Auditor before out of class pay will be paid.

Any language added to a job description such as "does other work as assigned" or "shall assume in the absence of" shall not preclude payment of out-of-class pay.

- 9.3 **RECLASSIFICATION:** Employees whose positions are reclassified shall be placed in the new grades at the same steps they held prior to the reclassification.
- 9.4 **PROMOTION:** An employee who is promoted shall be placed at the compensation step in the new position's classification grade that provides at least a five percent (5%) increase.
- 9.5 **DEFERRED COMPENSATION:** Employees shall be eligible to participate in any deferred compensation plan(s) offered to any other County employees.
- 9.6 **COMPENSATION:** The compensation schedule(s) referenced in Section 9.1 shall be adjusted to reflect the following and presented as Appendix C:



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:

January 27, 2015

2/24/2015

**AGENDA REQUEST FORM**

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

Agenda Item # \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO 2/24/2015

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
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	<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: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael J. Sullivan, Superior Court Juge	PHONE / EXT: Ext: 2300
SIGNATURE: <i>Michael J Sullivan</i>	DATE: 1/12/2015
NARRATIVE OF REQUEST	
Request the BOCC approve the Interpreter Service Contract with Pete Hinton	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Pete Hinton  
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Interpreter Services

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? <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:

**CONTRACT FOR INTERPRETER SERVICES  
PACIFIC COUNTY, WASHINGTON  
(Pete Hinton)**

THIS CONTRACT is entered into by the Superior Court of Pacific County, hereinafter referred to as "COURT" and Pete Hinton, [REDACTED] WA 98512, hereinafter referred to as "CONTRACTOR" for the purpose of providing Spanish speaking interpreter services.

**SCOPE OF SERVICES**

"CONTRACTOR" AGREES TO PROVIDE Spanish speaking interpreter services to the Superior Court, South District Court, and North District Court of Pacific County as requested by the "COURT", which includes Superior or District Court Judges, Court Administration, or Public Defense Attorneys. Services rendered under this agreement shall include court hearings and service to the Courts' Public Defenders who require English-Spanish translation with their clients. Such services may occur both in court, on the telephone, and in private session with the Public Defenders as directed by the Courts or Public Defenders.

**SCHEDULING**

CONTRACTOR shall place COURTS' interpreter needs, especially trials, in first priority over any other courts or persons.

**TERM AND TERMINATION**

This contract shall be deemed to have commenced on January 1, 2015 and shall continue through December 31, 2015. Either party may terminate this Contract upon sixty (60) days written notice.

**INDEPENDENT CONTRACTOR**

All parties agree that the "CONTRACTOR" is providing services under this Contract as an INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE "COURT" OR THE COUNTY. As such, the "CONTRACTOR" shall be solely responsible for all insurance (including auto, worker's compensation, business liability etc.), business fees or taxes, income taxes, social security contributions, and any other costs associated with operating a business in the State of Washington. The "CONTRACTOR" shall have and maintain complete control over all its employees, agents, and operations. Further, the "CONTRACTOR" hereby agrees not to make any representation to any third party, nor allow such third party to remain under the misimpression that the "CONTRACTOR" is an employee of Pacific County as it pertains to

providing services under this contract. The 'CONTRACTOR' agrees as a certified interpreter, the interpreter is acting as an officer of the court and agrees to conduct himself according to the JSILP.

### **CERTIFICATION**

The "Contractor" shall be required to be certified as an interpreter as outlined in RCW 2.43 and General Rule (GR) 11 as currently constituted or as subsequently amended throughout the term of this Contract. Proof of such certification shall be presented to the "COURT," and on file with the Administrative Office of the Courts (AOC) as required. Failure to maintain this certification shall cause immediate termination of this Contract.

### **COMPENSATION**

In consideration for the above services, the "CONTRACTOR" will be paid the annual sum of sixteen thousand six hundred seventy-four dollars (\$16,674.00) for 2015. The "CONTRACTOR" will be responsible for any costs associated with providing these services including but not limited to mileage and travel costs, office supplies, liability insurance or any other "CONTRACTOR'S" overhead or expenses. Said compensation shall be paid in twelve (12) monthly payments.

The "CONTRACTOR" agrees to maintain and provide the "COURT" with a monthly timesheet of all cases that services have been provided as a part of this Contract.

### **INDEMNIFICATION/HOLD HARMLESS**

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof. CONTRACTOR further acknowledges that certain services performed under this agreement may occur within a jail setting or with prisoners. Performing services are inherently dangerous and CONTRACTOR specifically waives any claim for the tortuous conduct of any prisoner or for any injury sustained within the corrections setting.

### **ASSIGNMENT AND SUBCONTRACTING**

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

### NONDISCRIMINATION

The "CONTRACTOR" shall comply with all federal and state nondiscrimination laws, including but not limited to Chapter 49.60 RCW-Washington Law Against Discrimination and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). Any failure to comply with any nondiscrimination law, regulation, or policy is cause for immediate termination of the Contract.

### SAVINGS AND SEVERABILITY

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

### VENUE

This Contract shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. In the event that any party to this Contract or any subcontractor shall bring a suit or action on or arising out of this Contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

### NOTICE

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

For the "COURT"

Pacific County Superior Court Judge  
Mike Sullivan  
P.O. Box 67  
South Bend, WA 98586

For the "CONTRACTOR"

Pete Hinton  


## **DISABILITY OR DEATH**

If "Contractor" shall become unable to perform the duties herein proscribed due to an illness lasting greater than two weeks the County shall be entitled to immediately terminate this agreement without 60 days written notice and shall be relieved of any further payment or contract obligations.

## **OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

## **PUBLIC RECORDS ACT**

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

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

ENTIRE CONTRACT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUPERIOR COURT JUDGE:

CONTRACTOR:

*Michael J. Sullivan* 2/11/15  
Michael J. Sullivan      Date

\_\_\_\_\_  
Pete Hinton                      Date

CONFIRMED BY:

Board of Commissioners  
Pacific County, Washington

ATTESTED:

\_\_\_\_\_  
Steve Rogers, Chair              Date

\_\_\_\_\_  
Clerk of the Board                      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

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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

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

Agenda Item#: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
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	<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: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE:	DATE: 2/18/2015
NARRATIVE OF REQUEST Acknowledge Claim 2015-02-001 and refer to Risk Manager for investigation	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
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#### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Vets Advisory Board
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE:	DATE: 2/19/2015
NARRATIVE OF REQUEST On February 18th, 2015 the first Veterans' Advisory Board meeting took place. Members voted on Mr. Bob Coty as Chair; however he is an alternate. Mr. Charles Benedict opted to take the "alternate" position and Robert 'Bob' Coty would take the Board Position #4 as he has experience with the previous Veterans' Advisory Board.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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 and 4th Tuesday of each  
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REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

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

BOCC ACTION:  APPROVED  DENIED

Agenda Item #: \_\_\_\_\_

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
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### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 2/13/15
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution No. 2015-_____ regarding certification of Fy2014 inventory.	

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
Pacific County, Washington**

**Resolution No. 2015-\_\_\_\_\_**

**WHEREAS**, RCW 36.32.210 requires that the Board of County Commissioners shall, on the first Monday of March of each year, file with the County Auditor a statement verified by oath showing for the twelve months period ending December 31<sup>st</sup> of the preceding year, a full and complete inventory of all capitalized assets kept in accordance with standards established by the State Auditor; and

**WHEREAS**, a listing of Pacific County's attractive items and capitalized assets as of December 31, 2014, was circulated to all county officers and departmental officials for review and certification; and

**WHEREAS**, the county officers and/or officials of the following offices/departments have reviewed and certified their respective inventories as of December 31, 2014: Assessor, Auditor, Civil Service, Clerk, Commissioners, Community Development, E-911, Emergency Management, Fair, General Administration, Health, Jail, Juvenile, Law Library, North District Court, Prosecuting Attorney, Public Works, Risk Management, Sheriff, South District Court, Superior Court, Tourist Development, Treasurer, Vegetation Management, and WSU Extension (listed as Cooperative Extension); **now, therefore**

**BE IT HEREBY RESOLVED** that the Board of Pacific County Commissioners DO HEREBY VERIFY that they have examined the attached listings of Pacific County's attractive items and capitalized assets as of December 31, 2014, represented as Attachments A, B and C and each incorporated herein by this reference, and find Attachments A, B and C to be correct, as we verily believe. The Clerk of the Board is directed to file Attachment A (final inventory for all operations except those assigned to the Department of Public Works, E-911, Emergency Management, Jail and Sheriff's Office), Attachment B (final inventory from the Department of Public Works) and Attachment C (final inventory from E-911, Emergency Management, Jail, and Sheriff's Office) with the County Auditor by the first Monday of March (3/2/15).

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 24<sup>th</sup> day of February, 2015.

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

ATTEST:

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board

\_\_\_\_\_  
Lisa Ayers, Commissioner

# 2014 PACIFIC COUNTY INVENTORY

Department	Inventory Amount 12/31/2013	Prior Period Adjustments	Equipment Acquired 2014	Equipment Disposed 2014	Inventory Amount 12/31/2014
<b>CERTIFICATION RECEIVED</b>					
Assessor	61,968.88		755.48	3,866.01	58,858.35
Auditor	250,433.02		17,511.31	12,798.53	255,145.80
Civil Service	708.92		0.00	608.92	100.00
Clerk	52,828.52		0.00	3,278.68	49,549.84
Commissioners	15,744.96		2,231.07	0.00	17,976.03
Community Development	213,443.78		32,699.60	33,468.38	212,675.00
Fair	49,438.23		0.00	0.00	49,438.23
General Administration	43,232.18		1,175.11	4,791.72	39,615.57
Health	76,227.05		1,558.45	302.87	77,482.63
Juvenile	24,687.64		664.54	0.00	25,352.18
Law Library	2,725.00		0.00	0.00	2,725.00
North District Court	19,641.37		0.00	0.00	19,641.37
Prosecuting Attorney	46,603.61		0.00	14,591.04	32,012.57
Risk Management	6,365.70		1,181.95	1,175.11	6,372.54
South District Court	34,688.71		930.79	11,137.93	24,481.57
Superior Court	50,176.98		0.00	10,268.18	39,908.80
Tourist Development	2,500.00		0.00	0.00	2,500.00
Treasurer	81,361.45		0.00	0.00	81,361.45
Vegetation Management	141,349.45		1,200.00	0.00	142,549.45
WSU Extension	14,686.88		1,825.09	3,305.96	13,206.01
<b>Total</b>	<b>\$ 1,188,812.33</b>	<b>\$ -</b>	<b>\$ 61,733.39</b>	<b>\$ 99,593.33</b>	<b>\$ 1,150,952.39</b>



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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): Fund 126
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/17/2015
<p>NARRATIVE OF REQUEST</p> <p>In 2013, Pacific Council of Governments submitted their recommendations for funding two projects; one short term project with the Port of Ilwaco and the other was a long term project with the Port of Willapa Harbor. The contract with the Port of Ilwaco was missed and needs to be addressed. The \$25,000 for their short term project was not included in the adopted fy2015 budget and a supplement will be needed.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the Contract for Services with the Port of Ilwaco for their Halton Property Development project as recommended by the Pacific Council Governments in the amount of \$25,000 from Fund 126, noting a supplement will be required</p>	

Name of Contractor: Port of Ilwaco

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
Contract for Services

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

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

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

To be located at: Halton Property Development project

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, Fill Position (New Employee Form Required)  
 Other (please describe): \_\_\_\_\_

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

Recommendations of the 0.09% Local Sales Tax Funds were provided by the PCOG in June, 2013

TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>126</u> .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input 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:

**DRAFT**

CONTRACT FOR SERVICES

Between  
PACIFIC COUNTY, WASHINGTON  
And  
THE PORT OF ILWACO

**THIS CONTRACT** is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Ilwaco – 3311 275<sup>th</sup> Street, Ocean Park , Washington 98640 (the “RECIPIENT”).

**WHEREAS**, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to complete the Halton Property Development; and

**WHEREAS**, the RECIPIENT’S Halton Property Development meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

**WHEREAS**, the RECIPIENT’S Halton Property Development implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

**WHEREAS**, the RECIPIENT’S Halton Property Development will require substantial financial support from multiple sources; and

**WHEREAS**, the RECIPIENT’S Halton Property Development is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

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

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

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

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

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

**WHEREAS**, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this project following a public review process, and

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

**WHEREAS**, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

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

1. **FUNDING**

Ten thousand dollars (\$25,000) for one year beginning July 1, 2014 through June 30, 2015 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Halton Property Development to connect the beach to the bay via separated multi-modal non-motorized trail, which runs parallel to Bay Avenue and runs approximately 2,400 feet west, finally terminating just short of Mean High Tide at the Pacific Ocean. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Reimbursement shall only be for expenses incurred for the Halton Property Development as specified in the 2013 Port of Ilwaco Infrastructure Funding Application (Attachment A).

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Public Facilities Improvement Fund (No. 126), has pledged twenty five thousand dollars (\$25,000) for one year beginning January 1, 2014, through December 30, 2015 to assist the RECIPIENT to complete this project. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

**DRAFT**

8. **NONDISCRIMINATION**

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

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

10. **EMPLOYMENT RELATIONSHIPS**

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

11. **INDUSTRIAL INSURANCE COVERAGE**

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

12. **INDEMNIFICATION**

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

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1<sup>st</sup> day of January, 2015. It will continue in effect through the 30<sup>th</sup> day of December 2015, unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

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

18. **SEVERABILITY**

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

19. **DISPUTE RESOLUTION**

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

20. **GOVERNING LAW AND VENUE**

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

21. **PUBLIC RECORDS ACT**

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

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



PACIFIC COUNTY  
RURAL ECONOMIC DEVELOPMENT  
INFRASTRUCTURE FUNDING APPLICATION

Annual

27,000  
Project Title: Halton Property Development  
Long-term           

Applicant: Port of Ilwaco

Contact: Name Jim Neva

Address: P.O. Box 307

City, state, zip: Ilwaco, WA 98624

Phone #: 360.642.3143 E-Mail: jneva@portofilwaco.org

Name of person authorizing submittal (print or type): Jim Neva

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? **(Attach copy of WA-CERT list or comprehensive plan).**  
If no, do not submit application.  
Yes.
2. Briefly describe your project: The Port of Ilwaco purchased a piece of waterfront property from Halton Tractor adjacent to and south of our boatyard for future expansion. We now propose to retain an engineering firm to develop a plan for this property, including the design of a wharf to accommodate large commercial fishing vessels that deliver product to Jessie's Ilwaco Fish and re-supply, make repairs, etc. We have noticed a growing demand for moorage for these large vessels. We would also look at expanding our boatyard, since we have experienced a dramatic growth in this line of business at the port. We currently have the only self-service boatyard with two buildings that allow a vessel owner to work on their boat in a building on the coast and it has become very popular with the commercial fleets, attracting vessels from outside the area, as well as serving our local fleet.

3. Describe the current status of your project: (Include work completed or in progress) We have purchased the property and have begun clearing it.
4. State why this project meets the standard of HB2660 passed during the Washington State 1999 Legislative Session: This project will support Jessie's Ilwaco Fish by allowing larger vessels to call and it will support the variety of vendors who repair boats, as well as the local businesses who supply boat repair activity.
5. Total project cost: \$ 1,356,460
6. Yearly amount requested from this funding: \$ 27,000
7. Number of years funding is requested: 1
8. Is this a phased project? Yes  No  (Describe) Phase 1 is the engineering design and permitting. Phase 2 is the actual construction. This application is for the balance of the phase 1 funding.
9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package": The Port of Ilwaco will allocate \$50,000 toward Phase 1, which has a total cost of \$77,000.
10. Have you applied for any other sources to complete your funding? Yes  No  (List)

Source	Amount	Status
--------	--------	--------

We plan to apply to CERB for construction funding, once the plan is complete, engineered and permitted.

11. Describe project specific employment benefits as follows:

Additional \_\_\_\_\_ FTE During Construction  
 Additional \_\_\_\_\_ FTE Employed by Facility when complete  
 Additional \_\_\_\_\_ FTE hired as a direct result of this project  
 Retained \_\_\_\_\_ FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers. Employment generated is unknown at this time, but there will be short term employment during construction and the need for more local boat repair business over the long term. This could also generate

additional business for Jessie's Ilwaco Fish and support their current staffing, as well as the commercial fishing fleet and the local charter fleet, both of whom are strong users of the boatyard.

Additional \_\_\_\_\_ Businesses Created by Facility when complete  
Retained \_\_\_\_\_ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project: The number of 100' vessels that use the new wharf and the occupancy of the additional boatyard pads.
  
13. Describe any other economic benefits of this project: Our boatyard supports not only local boat repair businesses, but parts suppliers, grocery stores, restaurants, hotels, the fuel dock and local gas stations.
  
14. List any other information you feel is pertinent to this application: The Ilwaco Boatyard activity has continued to grow for several years and is becoming more and more popular with commercial and charter boat owners up and down the coast. It is a unique facility, not found elsewhere and shows all signs of being a growth industry for Ilwaco.

**PACIFIC COUNCIL**  
of **GOVERNMENTS**

530 Commercial St.  
Raymond, WA 98577

June 27, 2013

RECEIVED  
PACIFIC COUNTY

**JUN 28 2013**

Pacific County Commissioners  
PO Box 187  
South Bend, WA 98586

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

RE: Recommended 0.09% Local Sales Tax Funds Allocations

Dear Commissioners:

The Pacific Council of Governments included, as part of our June 26, 2013 regular Board meeting, discussion on the Short-Term and Long-Term Priority Rankings for the 0.09% Local Sales Tax Funds Allocation for 2013. The following recommendations were passed by the PCOG Board in the following order and are being submitted to you for consideration and possible approval.

**Short Term Projects**

1. Port of Ilwaco – Halton Property Development  
Requesting \$25,000 for one year

**Long Term Projects**

1. Port of Willapa Harbor – Tokeland Marina Redevelopment  
Requesting \$25,000 annually for three years for a total of \$75,000

In making this recommendation, the Board agreed to the following:

- a) Shorten the Industrial Log Yard/Sawmill Stormwater Improvement Project (awarded in 2010) term from 20 years down to 17 years with a new annual amount at \$23,530, and
- b) Take the \$20,000 annual amount, obligated for this project in the first three years and use for the Port of Willapa Harbor - Tokeland Marina Redevelopment Project in each of the next three years, and
- c) Take \$5,000 out of the 0.09% Local Sales Tax Funds for each of the next three years to make the total amount awarded to the Port of Willapa Harbor Tokeland Project at \$25,000 per year.

Enclosed is the 0.09% Local Sales Tax Funds Ranking Sheet. Please contact me at (360) 942-2411 or at [doug@pacificpod.org](mailto:doug@pacificpod.org) if you have any questions with the above recommendations.

Sincerely,



Doug Miller  
Chair

---

---

**0.09% Allocation Ranking Scores**  
**2013**

**Short Term Projects**

**RANKING**

1. Port of Ilwaco - Halton Property Development  
Requesting \$27,000 for one year 1<sup>st</sup>
2. City of Ilwaco – First Avenue Sanitary Sewer Improvement  
Requesting \$25,000 for one year 2<sup>nd</sup>
3. City of Ilwaco – Elizabeth Avenue Improvement  
Requesting \$15,000 for one year 3<sup>rd</sup>
4. City of Ilwaco – School Road Reconstruction and Brumbach Avenue Overlay  
Requesting \$25,000 for one year 4<sup>th</sup>

**Long Term Projects**

**RANKING**

1. Port of Willapa Harbor – Tokeland Marina Redevelopment  
Requesting \$25,000 per year for three years 1<sup>st</sup>



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 2/13/15
NARRATIVE OF REQUEST	
Attached for your consideration is an Interlocal Agreement with Fire District #3 (Valley) for repayment of their portion of the cost to purchase dispatch radio equipment.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Move to approve Interlocal Agreement with Fire District #3 for repayment of their portion of the cost to purchase dispatch radio equipment per Resolution 2014-065.	

Name of Contractor: Fire District #3

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
Interlocal Agreement Repayment for Purchase of Dispatch Radio Equipment Between Pacific County, WA and Fire District #3

Indicate type:

- Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  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 checked="" 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 Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

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

To be located at: \_\_\_\_\_ interlocal 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, Fill Position (New Employee Form Required)  
 Other (please describe): repayment of purchase of dispatch radio equipment

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:

Interlocal Agreement  
Repayment for Purchase of Dispatch Radio Equipment

Between

PACIFIC COUNTY, WASHINGTON

And

FIRE DISTRICT #3

**This Interlocal Agreement, (AGREEMENT)** is made between Pacific County ("COUNTY"), and Fire District #3, ("MEMBER AGENCY").

**WHEREAS;** PACCOM is governed by an Interlocal agreement made by and among municipal corporations, and political subdivisions held to be municipal corporations within the laws and Constitution of the State of Washington, located either in whole or in part within Pacific County which are collectively referred to as Member Agencies; and

**WHEREAS;** as part of the 2014 budget process it was approved by the PACCOM MEMBER AGENCIES to purchase/upgrade radio equipment to assure interoperability and compliance with state and federal regulations, and

**WHEREAS;** as part of the 2014 budget process it was agreed that there were insufficient funds available within the PACCOM fund (Fund #160) to make this purchase;

**WHEREAS;** as a MEMBER AGENCY Fire District #3 has agreed to reimburse the COUNTY for the portion of the cost of the dispatch radio equipment calculated using the approved funding formula either in one lump sum payment, or over the course of three years; and

**WHEREAS;** the COUNTY has passed Resolution No. 2014-065 which authorized a short term loan for MEMBER AGENCIES from its cumulative reserve fund (FUND 197) which includes 3% annual interest rate;

**NOW THEREFORE IT IS HEREBY RESOLVED** that the COUNTY authorizes a short term loan from the COUNTY's Cumulative Reserve Fund (FUND #197) in the amount of \$583 with Fire District #3 for repayment for purchase of dispatch radio equipment upgrade/replacement in 2014 subject to the following conditions:

- ◆ The term of loan will be 3 years. The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2017 unless terms of loan are satisfied sooner.
- ◆ MEMBER AGENCY may elect to pay their portion of the loan repayment in one lump sum, or annually over the three year period.

- ◆ Terms of the Amortization Schedule (Attachment A) to this AGREEMENT for MEMBER AGENCIES electing to make annual payments over a 3 year period.
- ◆ Interest will be applied at a rate of 3% per annum.
- ◆ Accumulated principal and interest to be paid annually by December 31st, beginning in 2015.
- ◆ The full faith, credit and resources of the MEMBER AGENCY are pledged irrevocably for the annual payment of this short term loan (principal and interest) until such time that the loan amount is paid in full.

**BE IT FURTHER RESOLVED** that the Treasurer will provide an annual invoice to Member Agencies each year, and will receive these loan payments and deposit to Fund 197 (Cumulative Reserve).

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

**MEMBER AGENCY**

**BOARD OF COUNTY COMMISSIONERS**

**PACIFIC COUNTY, WASHINGTON**

R. Rex Hartschis      2/4/15

(Name)

Date

\_\_\_\_\_  
Steve Rogers, Commissioner

CHAIR  
PACIFIC COUNTY FIRE  
PROTECTION DIST #3

(Title)

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Lisa Ayers, Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Mark McClain

Pacific County Prosecuting Attorney

\_\_\_\_\_  
Marie Guernsey

Clerk of the Board



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

**REQUESTED MEETING DATE:**  
2/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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 Administraton	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 2-11-15
NARRATIVE OF REQUEST	
Attached for your consideration is a Interlocal Agreement with Fire District 4 (Naselle) for repayment of their portion of cost for dispatch radio equipment.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Move to approve Interlocal Agreement with Fire District #4 for repayment of their portion of cost of radio dispatch equipment per Resolution 2014-065	

Name of Contractor: Fire District #4

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Interlocal Agreement Repayment for Purchase of Dispatch Radio Equipment between Pacific County and Fire District #4

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: \_\_\_\_\_ Interlocal 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:

Interlocal Agreement  
Repayment for Purchase of Dispatch Radio Equipment

Between

PACIFIC COUNTY, WASHINGTON

And

FIRE DISTRICT #4

**This Interlocal Agreement, (AGREEMENT)** is made between Pacific County ("COUNTY"), and Fire District #4, ("MEMBER AGENCY").

**WHEREAS;** PACCOM is governed by an Interlocal agreement made by and among municipal corporations, and political subdivisions held to be municipal corporations within the laws and Constitution of the State of Washington, located either in whole or in part within Pacific County which are collectively referred to as Member Agencies; and

**WHEREAS;** as part of the 2014 budget process it was approved by the PACCOM MEMBER AGENCIES to purchase/upgrade radio equipment to assure interoperability and compliance with state and federal regulations, and

**WHEREAS;** as part of the 2014 budget process it was agreed that there were insufficient funds available within the PACCOM fund (Fund #160) to make this purchase;

**WHEREAS;** as a MEMBER AGENCY Fire District #4 has agreed to reimburse the COUNTY for the portion of the cost of the dispatch radio equipment calculated using the approved funding formula either in one lump sum payment, or over the course of three years; and

**WHEREAS;** the COUNTY has passed Resolution No. 2014-065 which authorized a short term loan for MEMBER AGENCIES from its cumulative reserve fund (FUND 197) which includes 3% annual interest rate;

**NOW THEREFORE IT IS HEREBY RESOLVED** that the COUNTY authorizes a short term loan from the COUNTY's Cumulative Reserve Fund (FUND #197) in the amount of \$386 with Fire District #4 for repayment for purchase of dispatch radio equipment upgrade/replacement in 2014 subject to the following conditions:

- ◆ The term of loan will be 3 years. The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2017 unless terms of loan are satisfied sooner.
- ◆ MEMBER AGENCY may elect to pay their portion of the loan repayment in one lump sum, or annually over the three year period.

- ◆ Terms of the Amortization Schedule (Attachment A) to this AGREEMENT for MEMBER AGENCIES electing to make annual payments over a 3 year period.
- ◆ Interest will be applied at a rate of 3% per annum.
- ◆ Accumulated principal and interest to be paid annually by December 31st, beginning in 2015.
- ◆ The full faith, credit and resources of the MEMBER AGENCY are pledged irrevocably for the annual payment of this short term loan (principal and interest) until such time that the loan amount is paid in full.

**BE IT FURTHER RESOLVED** that the Treasurer will provide an annual invoice to Member Agencies each year, and will receive these loan payments and deposit to Fund 197 (Cumulative Reserve).

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

**MEMBER AGENCY**

**BOARD OF COUNTY COMMISSIONERS**

**PACIFIC COUNTY, WASHINGTON**

Don Seidel 2-2-15

(Name)

Date

\_\_\_\_\_

Steve Rogers, Commissioner

Clerk

(Title)

\_\_\_\_\_

Frank Wolfe, Commissioner

\_\_\_\_\_

Lisa Ayers, Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Mark McClain

Marie Guernsey

Pacific County Prosecuting Attorney

Clerk of the Board



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

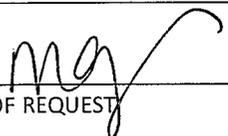
OTHER: \_\_\_\_\_

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"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU 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: 2/17/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Public Official Bond for Clerk of Superior Court	



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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

02/24/15

### AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCCA ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 2/13/15
NARRATIVE OF REQUEST	
<p>Attached for your consideration is the final Collective Bargaining Agreement with Teamsters Local 252 C (Commissioned) for January 1, 2014-December 31, 2016. This agreement includes all negotiated changes and the increase in health benefit contribution awarded in binding interest arbitration. This has been reviewed and approved by the Union and Sheriff. There is also the Teamster's Welfare Trust Subscription Agreement that requires your signature. This is required by the Trust once CBA are in place.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve Collective Bargaining Agreement and Washington Teamsters Welfare Trust Subscription Agreement with Teamsters Local 252 C (Commissioned Employees) for January 1, 2014-December 31, 2016.</p>	

Name of Contractor: Teamsters Local 252

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
Collective Bargaining Agreement

Indicate type:

- Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  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 checked="" type="checkbox"/> Other

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

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

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

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

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

To be located at: \_\_\_\_\_ Collective Bargaining 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, Fill Position (New Employee Form Required)  
 Other (please describe): CBA

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:

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252  
(REPRESENTING COMMISSIONED EMPLOYEES)**

**AND**



**PACIFIC COUNTY SHERIFF'S OFFICE**

January 1, 2014 - December 31, 2016

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3.1.	EMPLOYMENT REQUIREMENT	1
3.2.	CHECK OFF OF UNION DUES & INITIATION	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 law enforcement officers (defined in RCW 41.26.030 and Section 5 of this agreement) of the Pacific County Sheriff's Office, excluding employees filling unclassified positions authorized by RCW 41.14.070, and communications, clerical, corrections 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 is 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 ever 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 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.

#### **5. EMPLOYEE DEFINITIONS**

##### **5.1. General Classifications**

Within each general type defined below, employees will be further classified as full-time or part-time depending upon the hours that they are regularly scheduled to work on a continuous basis. Full-time refers to an employee scheduled to work forty (40) hours or more within a designated work week. Part-time refers to an employee scheduled to work less than forty (40) hours, within a designated work week but at least 1/6th time.

##### **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 police academy is exclusive of an employee's twelve (12) month probationary period.

5.2.2. An employee promoted to a higher paying classification shall be required to serve an additional 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. Temporary employees may be disciplined and/or terminated without recourse to the grievance procedure. 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. 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 Agreements and as a result of an eligible employee appointed on an emergency basis shall be made by the Employer in accordance with Sections 7.1. and 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 in a seven (7) day period, consisting of five (5) eight (8) hour workdays with two (2) consecutive days off unless mutually agreed differently between the employee and the Employer. Employees shall have a minimum of twelve (12) hours between scheduled shifts. The reporting week will be Sunday through Saturday.

6.1.2. Except due to extraordinary circumstances the adjustment of scheduled shift hours shall require at least seven (7) calendar days advance written notice. The advance notice period may be waived by mutual agreement between the Employer and the employee affected. Extraordinary circumstances shall not include Employer scheduling errors or the Employer's burden associated with the payment of overtime provided that overtime appropriation exists.

6.1.3. The below listed conditions shall apply to shift scheduling by normal assignment area (North/South).

- a) Shift schedules shall consist of non-rotating shifts;
- b) Designated shift schedules shall be bid by seniority each calendar year. Sergeants shall bid shifts separately. Such shifts are specifically designed to maximize supervision of field operations; and
- c) The designated shift schedules shall be made available by November 15th of the preceding calendar year. Each employee shall be provided a minimum of three (3) calendar days to submit their shift bid; and
- d) Each shift shall maintain scheduled work days/days off throughout the calendar year; however, daily hours of work for each designated shift may be varied each calendar quarter by up to two (2) hours, plus or minus.
- e) Failure of an employee to submit their shift bid shall constitute a forfeiture of such bid and such employee shall be assigned a shift from those remaining after seniority bidding is completed; and
- f) Designated hours of work may be modified by mutual agreement between the Sheriff or designee and the employee.
- g) Shift scheduling does not preclude daily assignments throughout the county.

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.

**6.1.5. Area Relocation:** If an employee and the Sheriff mutually agree to an employee relocation plan said employee shall be reimbursed for the reasonable costs associated with the move

## **6.2. Overtime**

**6.2.1.** Compensable time in excess of forty (40) hours in any calendar week Sunday through Saturday or more than eight (8) hours in any workday shall be paid at one and one-half times the regular rate of pay. 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. "Regular rate", for the purpose of establishing an hourly rate of pay for the calculation of overtime, shall include Longevity and, when applicable, Working Out of Classification and Special Skills and/or Qualifications adjustments.

**6.2.2.** Overtime work hours shall be made available based upon seniority within each Operations Division assignment area (See 9.2.5.). It shall be the Sheriff's or his designee's responsibility to notify, track, and schedule employees for overtime seniority assignments, except 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 may also be used for shift coverage until such time as an assignment is made on a seniority basis, but shall not apply to pre-scheduled vacancies.

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.

## **6.3. 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 minute (30) meal break shall be compensated at their overtime rate of pay for such time or said time may be taken as compensatory time during the remainder of the work week in which it is earned.

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

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

**6.3.2.** An employee working beyond his or her eight (8) or more hour regular work shift three (3) or more hours shall be allowed an additional thirty (30) minute paid meal period.

## **6.4. Call Out**

**6.4.1.** An employee is assumed to be available for call-outs from his or her off-duty status unless such employee specifically advises his or her immediate Supervisor and/or informs the Communication Center of his or her unavailability for such call outs which occur from time to time. In order to facilitate efficient response time, the employee shall remain contactable (telephone, mobile or portable radio, or pager) and shall have in close proximity his or her department identification and weapon when the employee is available for call out.

**6.4.2.** 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 applicable rate of pay.

a) The two (2) hour minimum shall not apply when such time is worked in conjunction 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, however, any subsequent call outs during the two (2) hour block of time, commencing with the start of the original call-out, shall not cause any additional compensation to be paid to the employee until such time as the two (2) hour block of time has expired.

**6.4.3. 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 applicable rate of pay. Repetitive contacts during a thirty (30) minute period shall not warrant additional compensation.

- a) Compensation for contact calls shall not be applicable to Sergeants or Lieutenants.

**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. This provision shall not apply when Section 4.1.3. has been invoked.

**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 outlined below 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	LEOFF I Premiums as of 01/01/14
Medical – Plan A	\$1208.55	\$1505.00
Life and A D & D Plan A	\$8.60	\$8.60
Time Loss Plan C	\$8.00	N/A
Disability Waiver	\$11.40	N/A
Dental - Plan "A"	\$130.50	\$130.50
Vision - "Extended" Plan"	\$14.90	\$14.90
<b>Monthly Totals</b>	<b>\$1381.95</b>	<b>\$1659.00</b>

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 listed in table below to Washington Teamsters Welfare Trust for medical, dental and vision coverage outlined below for each part-time employee [appointed less than .75 full-time equivalent (FTE)] 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
<b>Monthly Totals</b>	<b>\$863.76</b>

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 \$1160.00 during calendar year 2014, and a maximum of \$1185.00 for calendar year 2015 and a maximum of \$1210.00 for 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 7.4 and the RWT Plus plan outlined in Section 7.2. 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 (10<sup>th</sup>) 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 in accordance with the disability waiver benefit.

**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. 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. Retiree Medical**

**7.2.1. Retiree Medical:** Effective January 1, 2014, based upon the previous month's hours of employment, the Employer shall contribute the sum required to Retiree's Welfare Trust for retiree's medical coverage for each eligible employee covered by this Agreement who was compensated for eighty (80) hours or more. The premium payments shall be made to the Trust office in Seattle, Washington, by the 10th day of each month.

The specific retiree medical program is listed below:

Premium Effective Dates	Retirees Medical - RWT Plus
Premium as of 01/01/14-	\$94.85
Premium as of 01/01/15	\$94.85
Premium as of 01/01/16	TBD

**7.3. Disability**

**7.3.1.** In accordance with State law, all non-LEOFF I employees will receive Workers' Compensation benefits provided by the Washington Department of Labor and Industries. Employees eligible for compensation benefits because of a job-related injury or illness shall be paid the difference between their applicable regular pay including longevity, and the amount paid by the State's Workers' Compensation program. 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. Employees shall not continue to accrue sick leave and vacation hours during the first six (6) months of any such disability leave.

a) 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 loss wages and benefits.

b) 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 the limits provided under this provision. 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.

**7.3.2.** 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 by the employee's Labor & Industries physician that the employee can perform the assigned work. 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.

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

**7.4. Life Insurance**

7.4.1. Each employee shall be provided life insurance coverage in the amount of forty eight thousand dollars (\$48,000) through a bonafide 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.

**7.5. Holidays**

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

Designated Holidays	Date/Day Observed
New Years 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

7.5.2. An employee scheduled to work on a designated holiday shall be compensated at a premium equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all holiday hours worked. An employee commencing work on a holiday shall be paid for all hours worked at the premium rate even if such shift continues into a non-holiday period. An employee commencing a shift on the day before a holiday, and who subsequently works into the holiday, shall not be eligible to receive holiday premium compensation.

7.5.3. An employee scheduled to work on a designated holiday may request the designated holiday off or the courthouse recognized day off. If the request is granted by the Sheriff or designee, the equivalent number of hours shall be debited from the employee's vacation accrual bank.

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

7.5.5. Any day proclaimed a legal holiday, in addition to the holidays listed above, by proclamation of the Board of County Commissioners shall be recognized by the employees as a designated holiday.

**7.6. Vacation**

7.6.1 An employee shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until an employee has completed six (6) consecutive months of employment. 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. 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. 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.

Months 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

**7.6.2.** An employee may 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 at the employee's applicable regular straight time rate of pay.

**7.6.3.** 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 duty section (i.e. North, South). 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 be allowed to 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, and shall consist of an initial bid of one (1) to three (3) weeks and a secondary bid prior to being opened on a first come first served basis.
- e) A maximum of one (1) bargaining unit employee may be on vacation at any one time for each duty section. Exceptions to the maximum may be granted by the Sheriff or designee on a case by case basis.
- f) 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.

**7.6.4.** Vacation time requested outside the seniority bid process shall be given consideration on a "first come, first served" basis and may be requested in blocks of time which are equal to the employee's normal work day. Blocks of time which are less than a normal work week may not be requested more than thirty (30) days in advance of the requested dates.

**7.6.5.** All vacation requests shall be approved or denied by the Sheriff or designee within twelve (12) calendar days of receipt of the request. Denials of requested vacation time off shall be based upon a "bonafide business necessity".

**7.6.6.** With permission of the Sheriff, employees may cash out accrued vacation hours at one hundred (100%) percent of their applicable regular 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 not later than the last day of the month for payment by the last day of the following month. Cash outs requested and approved shall be made available at the next regular payroll period, excluding lag/draw payments.

**7.6.7.** 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) In the event the aforementioned sub-section is engaged, 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 his or her applicable rate of pay for all hours in attendance of said court or for hours required to work. The

minimums set forth in the Civil, Municipal, & Superior Court Time and Call Out provisions of this agreement shall be applicable. The aforementioned compensation premium shall also apply to the employee's regularly scheduled days off provided that such days off are contiguous with the employee's scheduled vacation. In addition the employee shall also be credited with eight (8) hours of accrued vacation.

7.6.8. 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 a normal work week. Employees whose normal work weeks are less than forty (40) hours shall utilize their "normal" work weeks as the established minimums for application under this provision.

## 7.7. Sick Leave

7.7.1. 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. There shall be a maximum accrual of nine hundred sixty (960) hours. 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. Sick leave may be used in one (1) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence.

7.7.2. 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 7.3.

7.7.3. An employee may take sick leave for illness in their immediate family requiring the employee's attendance. Members of an employee's immediate family must reside in the employee's household. "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.

7.7.4. An employee shall request permission to utilize sick leave to obtain medical, dental, and/or vision care for himself 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.

7.7.5. 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 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.

7.7.6. 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.

7.7.7. 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 Section 4.7 as adopted by Resolution 2012-053 and 2013-026.

7.7.8. 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.

**7.8. Bereavement Leave**

**7.8.1.** 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.

**7.8.2.** For the purposes of this provision, immediate family shall include the employee's spouse, or the employee's or the 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.

**7.9. Uniform Allowance**

**7.9.1.** A uniform and equipment allowance of seven hundred dollars (\$700.00) dollars shall be made available to each Operations Deputy/Sergeant during the month of January of each year. During the initial year of hire a newly hired employee's uniform allowance shall be prorated at 1/12<sup>th</sup> credit for each month of service. At no time shall an employee have more than \$1400 accrued in their uniform allowance bank. Any funds exceeding the \$1400 limit will be deducted from the employee's uniform allowance bank.

**7.9.2** In accordance with, and authorized by departmental policies, an employee may use the uniform allowance to purchase, maintain and replace uniforms and non-issued equipment. However, the below listed requisition application and approval process is to insure that such purchases are authorized by the department policies and to insure that basic uniforms are adequately maintained.

**7.9.3.** An employee who desires to have the Employer pay the vendor directly shall be required to submit a purchase requisition form to the Employer for approval prior to the use of his or her allocated uniform allowance. An employee who incurs the initial purchase expense on his or her own line of credit or as a cash purchase shall submit a personal expense claim voucher for reimbursement. The use of the personal expense claim voucher is subject to the same basic review and approval process as required by the purchase requisition process.

**7.9.4.** Monies allocated and not utilized during a calendar year shall remain in the employee's bank for use in the subsequent year.

**7.9.5.** An employee on lay-off status shall be entitled to a pro-rated share of their uniform allowance upon being recalled to active employment based on one month equals 1/12<sup>th</sup>.

**7.9.6.** Weapons may be purchased subject to advance approval of the Sheriff. The Sheriff shall have the sole discretion to determine the type, model, caliber, and specifications for weapons.

**7.9.7.** The Employer agrees to replace or repair uniforms or equipment (inclusive of personal equipment) which are damaged, destroyed, or lost in the line of duty, normal wear and tear excepted, when the actions which cause the loss are beyond the employee's control. Items being replaced must be turned into the Sheriff's Office upon receipt of the replacement item(s). Costs associated with the aforementioned shall not be debited from the employee's uniform and equipment allowance.

**7.9.8.** The Employer shall provide two (2) complete sets of uniforms, to each newly hired employee. The Employer shall provide, if needed, the service equipment listed below. If the employee fails to complete his or her probationary period, for whatever reason, said employee shall return to the Employer all issued uniforms and service equipment.

Gun belt	Capstun & holder- if applicable
Holster	Duty weapon
Magazine pouch - double	Shirt & wallet badges
(3) ammunition magazines	Applicable baton & holder
Handcuffs – two (2) sets	Soft body armor
Cuff case	

**7.9.9.** All service equipment issued to employees is and shall remain the sole property of the Pacific County Sheriff's Office. All issued service equipment shall be promptly returned in good condition upon separation of employment.

**7.9.10.** All employees shall be issued and 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 in effect on the date of ratification of this Agreement. Protective/ballistic vests shall be reconditioned and/or replaced based upon the manufacturer's recommendations.

**7.10. Longevity**

7.10.1. An employee shall be eligible to receive monthly longevity compensation in accordance with the following schedule:

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%

**7.11. Severance Pay**

7.11.1. An employee who is involuntarily laid off and subsequently voluntarily terminates 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 voluntarily terminates 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.

7.11.3. An employee who is involuntarily laid off and subsequently voluntarily terminates 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.

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

**7.12. Special Skills and/or Qualifications**

7.12.1. 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.

7.12.2. 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 7.11.1. 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 (3.50%):

- 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 of the post secondary education specialized knowledge and/or training or fitness level that the employee possesses and/or obtained

**7.13. Civil, Municipal, & Superior Court**

7.13.1. An employee required to attend a court hearing or proceeding emanating from the performance of official duties as an employee of the Pacific County Sheriff's Office shall be paid at one and one-half (1.5) times his or her regular 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. These minimums shall not apply for those hours which are concurrent with an employee's regular scheduled hours of work.

**7.14. VEBA Plan**

7.14.1. The parties agree that the employees covered under this collective bargaining agreement shall have access to a Voluntary Employee Benefit Account. The parties agreed to work together to ensure a VEBA Plan is in effect as soon as practicable if so desired by the bargaining unit.

**8. WAGES**

**8.1. Employee Classifications & Salary Ranges**

8.1.1. The employee classifications, salary ranges, and salary schedule 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 on 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 schedules 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. The regular hourly rate of pay shall be computed by dividing the full-time monthly salary plus applicable other pay types by 173.3 hours.

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.

**8.2. 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 was first employed. 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, that 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 reduces 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) An employee shall be provided with sixty (60) calendar days advance written notice of a pending layoff.
- b) Within the affected divisions, as specified in Section 9.2.5., 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 a 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. An employee laid-off shall be recalled 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 that he or she is both qualified 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 such that the junior employee may be scheduled to work less than forty (40) hours per week. Further, the junior employee may be available on an unscheduled basis to work unfilled shifts or 1/2 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. The Operations division shall include the following classifications:

Division Assignment:	Employee Classifications
Operations	Operations Deputy Sheriff, Operations Sergeant
Commissioned Clerical	Civil Deputy Sheriff

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. For lay off purposes, employees assigned to special duty, i.e., Drug Enforcement, etc., shall utilize seniority within the Operations Division from which they had originally been assigned.

## 10 EMPLOYMENT POLICIES

### 10.1. **Absence Without Duly Authorized Leave**

10.1.1. Absences, whether with or without pay, shall not be allowed unless authorized in advance by the appropriate officials, i.e., Sheriff or the Pacific County Civil Service Board. Unless there are extenuating circumstances, absences which are not duly authorized shall be treated as leave without pay and, in addition, may be grounds for disciplinary action.

### 10.2. **Resignation**

10.2.1. 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 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.

### 10.3. **Legal Liability Protection**

10.3.1. 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 action(s) filed.

#### **10.4. Training**

**10.4.1.** The Sheriff shall be permitted to conduct in-house training 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.

**10.4.2.** The Sheriff or designee shall schedule each employee for a minimum of thirty-two hours (32) hours of training annually, excluding firearms qualifications.

- a) Such training shall be inclusive of in-house training as well as training taken outside of the department.
- b) The aforementioned minimum shall not be inclusive of travel time to and from such training.
- c) An employee attending any such training shall report such training to the Sheriff's designated training officer and the Employer's Risk Manager.
- d) The thirty two (32) hour minimum may be restricted due to budgetary limitations and staffing levels.

**10.4.3.** 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.

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

**10.4.5.** 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.

#### **10.5. Policy and Procedure Manual**

**10.5.1.** The Employer has adopted LEXIPOL's standardized policies and procedures. The Departmental policies and procedures shall be readily accessible to the employees on the Department's computer system. Employees shall be permitted to make copies of any portion of such manual. It shall be the responsibility of the section supervisors to insure that the policies 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 policies and procedures in their entirety.

**10.5.2.** All new policies and/or policy updates shall be provided to the employees impacted by such policy and, when applicable, the Union prior to implementation.

**10.5.3.** The Sheriff recognizes that changes and/or modifications of policies which impact wages, hours or working conditions are mandatory subjects of bargaining as defined by state statute or interpreted by case law and may not be unilaterally implemented without prior agreement with the Union.

#### **10.6. Use of Reserves, Special Deputies & Volunteers**

**10.6.1.** It is agreed that Reserves, Special Deputies or volunteers are only to be used to supplement the work force rather than supplant the work force unless such Reserve, Special Deputy or volunteer is duly certified by the Pacific County Civil Service Commission as a temporary or emergency appointment.

**10.6.2.** Reserves or 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.

#### **10.7. Labor/Management Meetings**

**10.7.1.** 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.

10.7.2. 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.

10.7.3. Only the Union 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.

#### **10.8. Political Activity**

10.8.1. Political activity shall be controlled in accordance with state/federal law.

#### **10.9. Equipment/Safety**

10.9.1. 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.

#### **10.10. Union - Employer Liaisons**

10.10.1. 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.

10.10.2. The Shop Steward shall be permitted to participate in negotiations, 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.

#### **10.11. Jury Duty**

10.11.1. 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; provided the employee exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he receives for such service. The amount the employee is to be reimbursed shall not exceed the employee's base rate pay, including longevity.

#### **10.12. Leave Transfer**

10.12.1. An employee may transfer accrued vacation leave in accordance with County Resolution No. 2004-032 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. All 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 the 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. 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) If applicable, the specific policies alleged to have been violated; 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 employee(s) in private. The results of an employee correction, counseling or discipline shall not be 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 be 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 inaction's 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 their supervisor and/or 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 in writing of the Sheriff's decision within a reasonable amount of time after receipt of the written grievance.

**12.3.4.** If the grievance is not resolved to the satisfaction of both parties as set forth in the forgoing paragraphs, or the Sheriff fails to respond to the grievance in a timely manner, 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 12.3.5. 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. Grievance mediation may be used as an alternate resolution process, based upon mutual agreement, before proceeding with the formal remedies listed above.

**12.3.5.** 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 a 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**

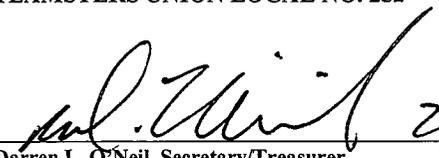
14.1 This Agreement shall be deemed to have become effective January 1, 2014, and will continue in effect through December 31, 2016. Specific provisions of this Agreement may be opened for further negotiations upon mutual written agreement of the parties to the Agreement.

THIS AGREEMENT IS EXECUTED THIS \_\_\_\_\_ day of, January 2015, by the authorized agents and representative of the parties hereto.

COUNTY COMMISSIONERS OF  
PACIFIC COUNTY, WASHINGTON

TEAMSTERS UNION LOCAL NO. 252

\_\_\_\_\_  
Chairperson

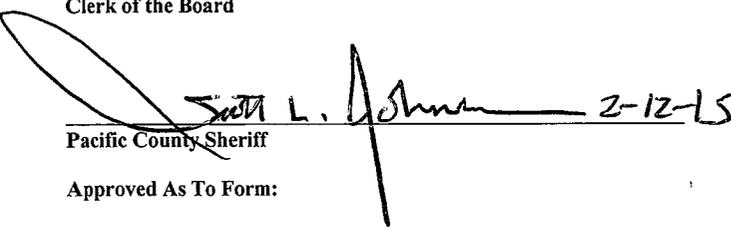
 2/11/15  
\_\_\_\_\_  
Darren L. O'Neil, Secretary/Treasurer

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

 2-12-15  
\_\_\_\_\_  
Pacific County Sheriff

Approved As To Form:

\_\_\_\_\_  
Prosecuting Attorney

**15. APPENDIX A - Salary Schedules**

15.1. Listed below are the salary schedules applicable during the term of this agreement.

**Effective January 1, 2014:**

(Represents a two percent (2.0%) wage increase over 2013)

Salary Range	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
Deputy	\$3,718	\$3,862	\$4,017	\$4,167	\$4,330	\$4,500	\$4,677
Sergeant*	\$4,220	\$4,383	\$4,559	\$4,730	\$4,915	\$5,108	\$5,308
Lieutenant**	\$4,642	\$4,821	\$5,015	\$5,203	\$5,407	\$5,619	\$5,839

**Effective January 1, 2015:**

(Represents a two percent (2.0%) wage increase over 2014)

Salary Range	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
Deputy	\$3,792	\$3,939	\$4,097	\$4,250	\$4,417	\$4,590	\$4,771
Sergeant*	\$4,304	\$4,521	\$4,650	\$4,824	\$5,013	\$5,210	\$5,415
Lieutenant**	\$4,734	\$4,973	\$5,115	\$5,306	\$5,514	\$5,731	\$5,957

**Effective January 1, 2016:**

The 2016 base monthly wage rates shall be adjusted by 90% of the June 2014 to the June 2015 Seattle-Tacoma-Bremerton CPI-U, with a minimum of not less than one percent (1.0%) and a maximum not to exceed three percent (3.0%).

\* Sergeant's monthly salary for each step is thirteen and one-half percent (13.50%) above the monthly salary of a Deputy.

\*\* Lieutenant monthly salary for each step is ten percent (10.00%) above the monthly salary of a Sergeant.



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

02/24/15

### AGENDA REQUEST FORM

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

Agenda Item#: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 2-20-15

NARRATIVE OF REQUEST

Attached for your consideration is a resolution to amend the County's current personnel policy manual to include the attached GPS policy. This policy is related to the installation of GPS units in vehicles and equipment within the ER&R Fund. The GPS units were piloted for a period of several months in 2014. The information available was found to be very useful, both for tracking vehicle maintenance and operation, and for employee safety and efficiency of operations. This policy has been reviewed and approved by Local #367C (Courthouse Union) and Local 367 (Road Crew). The cost of these units was considered in the monthly operating rates of ER&R equipment and vehicles. The program will be fully operational March 1st. The first month will be a grace period per our agreement with the Union(s). We will meet at the end of March to review any issues that may come up and then we will move forward with full implementation.

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

Move to approve Resolution 2015-\_\_\_\_\_ amending the County's Personnel Policy Manual to include the GPS Policy.

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

**RESOLUTION NO. 2015-\_\_\_\_\_**

**AMENDMENT TO THE PACIFIC COUNTY POLICY MANUAL**

**WHEREAS**, Pacific County is dedicated to protecting the lives of their employees and providing a safe work environment; and

**WHEREAS**, a policy manual has been created to endeavor to provide the protection and provision of a safe work environment for all employees; and

**WHEREAS**, the policy manual needs to be periodically reviewed, modified, and occasionally updated by replacement; and

**WHEREAS**, the Board has determined that the installation of Global Positioning System units (GPS) on all county owned and managed vehicles and/or equipment within the Equipment Rental & Revolving Fund 502, now, therefore,

**IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON**, that the attached Global Positioning System (GPS) Program Implementation Policy is approved, adopted and shall become effective the date of passage.

**PASSED** by the Board of Pacific County Commissioners the 24<sup>th</sup> day of February, 2015, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Frank Wolfe, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Lisa Ayers, Commissioner

**PACIFIC COUNTY  
GLOBAL POSITIONING SYSTEM (GPS) PROGRAM  
IMPLEMENTATION POLCY**

**SECTION 1. ER&R VEHICLES**

This policy pertains to those driving/operating vehicles and/or equipment that is owned and managed within the County's ER&R Fund, other than those used by the Sheriff's Office.

**SECTION 2. NOTIFICATION TO UNION**

The County notified the Union in a letter dated April 24, 2014, that the County determined it was in its best interests to install GPS units developed by NETFLEET in certain ER&R vehicles operated by DCD and DPW employees as a pilot program. In a memo dated January 29, 2015 to the Road Crew (367) and Courthouse (367C) Unions the County provided notification of its intent to move to full implementation of the GPS Program. On January 30, 2015 the Union replied via a phone call from Union Staff Representative, Hannah Franks, requesting to meet to discuss and negotiate the effects of the GPS program. The parties mutually agreed and did meet to discuss and negotiate the impacts on February 4, 2015.

**SECTION 3. MANAGEMENT RIGHTS**

All of the core management rights listed in Article 3 of the 367 and 367C Collective Bargaining Agreements shall remain in the exclusive control of the County. It is expressly agreed by the parties that such core management rights, powers, authority and functions shall be exercised by the County without having to bargain neither about the decision nor about the effects of such decisions.

**SECTION 4. EFFECTS BARGAINING**

The County's January 29, 2015, letter identified relevant facts about the GPS program and the implementation thereof. The County and Union reps from 367 and 367C met on February 4, 2015 to discuss impacts on working conditions. The Union did not have an issue about the County's right to implement the GPS programs and systems but the Union reserved the right to address the effects of potential disciplinary action based on GPS systems, information and data. The Union identified the effects it desired to address. During this meeting, the parties addressed all of the effects and reached a mutually acceptable agreement.

**SECTION 5. STAFF AFFECTED**

This GPS program will affect members of the 367C and 367 Bargaining Unions, and supervisors and department heads who operate ER&R owned vehicles and/or equipment.

## **SECTION 6. INSTALLATION**

The GPS Diagnostic units will be installed in vehicles and equipment as determined by the ER& R Fund Administrator and approved by the Board of County Commissioners. The Union president(s) will be provided a list of vehicles/equipment that have GPS units installed.

## **SECTION 7. PURPOSES OF GPS UNITS**

The purposes of the GPS Diagnostic units include, but are not limited to:

- Cost saving on fuel, primarily by more closely monitoring the idle times on equipment.
- Ability to diagnose some, if not most, mechanical break downs on vehicles anywhere in the county.
- Ability to account mileage and timing/scheduling of routine maintenance.
- Public inquiries and management responses to people calling in to report or complain about the use of county's vehicles, i.e. speeding, out of the area, road not plowed, etc. The GPS will provide the information and documentation to address the concern or complaint.
- Ability to monitor safety of employees. Management will be able to better monitor the vehicles progress up to the point of whether or not it is moving, last location, etc.
- Management will be able to prove or disprove complaints about windshields being broken and other kinds of vehicle damage by showing the speed and location of our equipment when it is on the road.
- Management will be able to ascertain productivity and activity in the field to confirm efficiency and productivity.
- If there are issues about employees and equipment being in the correct locations and performing their jobs, the GPS information will supply management with the ability to address employee performance.

## **SECTION 8. INSTALLATION SEQUENCE**

The installation of GPS units (in addition to those installed during the pilot phase of this project) will occur starting January, 2015. GPS units will not be fully operational and monitored until such time that the Union,

- A. Has been provided notice by way of a memo to the respective Union president(s) which includes which vehicles affecting their members have the GPS units installed, and the date they will be fully operational, and
- B. Each vehicle in which a unit is installed has a placard placed in the visor.

## **SECTION 9. CONDITIONS APPLICABLE TO THE USE OF GPS INFORMATION AND DATA**

Based on the effects bargaining held February 4, 2015 the County and Union concur and agree to the follow terms and conditions:

- A. The County will adhere to the above process for installation, notification and administration of the GPS program.
- B. The County and Union agree that with respect to issues which may arise pertaining to employee performance, misconduct, violations and disciplinary action per Article 18 of the 367 Collective Bargaining Agreement and Article 6 of the 367C Collective Bargaining Agreement, there shall be a one (1) month grace period from the date of installation of the GPS units for each of the groups of employees. The impacts and relevance of the grace period in terms of discipline are further addressed in the sections that follow.
- C. The Union and County agree to meet at the end of the grace period to discuss the issues that have arisen pertaining to the GPS program and the employees' performance as well as potential disciplinary issues.
- D. Upon expiration of the one (1) month grace period for each group of bargaining unit employees, the Union and County agree that disciplinary actions can be administered using GPS information as basis for disciplinary action and will be subject to the just cause standards in the labor agreement.
- E. The Union and County agree that monitoring of the GPS system as it relates to disciplinary actions using GPS information will be based on the just cause standard in the labor agreement. The parties agree that the term "monitoring" means the County can review the GPS database by identifying a geographical area as well as timeframe and direct the system to reveal data. For example, the County may monitor vehicles exceeding the legal speed limit to address violations(s) and/or misconduct(s) which could result in disciplinary action. This definition of monitoring is not limited to addressing only speed limit issues. Other examples include, herbicide applications, choice of route, etc. In addition, the parties agree that this same type of monitoring can occur when there is an incident- specific complaint, patterns of performance problems, misconduct(s) and/or violation(s).
- F. The Union and County agree that the information contained in and derived from any GPS reports shall be disclosed to persons who have a "need to know". For example, but not limited thereto, management, supervisors, Board of County Commissioners, attorneys for the parties, union representatives, expert witnesses, regular witnesses and other persons who may be associated with disciplinary proceedings and grievances. The information is not to be disclosed for general purposes unless required by law.
- G. The Union and County agree that when the County relies on information obtained from GPS programs and systems for disciplinary purposes, the County shall provide a copy of the relevant GPS data and information to the Union.

- H. The Union and County agree that information obtained from GPS programs and systems for infractions such as "off route," verified by the use of GPS programs and systems will be used to administer discipline on a progressive basis. In the event of violation(s) and/or misconduct(s) of a serious nature such as speeding, unsafe conduct, or circumstances that could create liability for the County, the County may apply non-progressive disciplinary action subject to just cause standards.
- I. The Union and County agree that the County has the right to rely solely on GPS programs and systems information in the case of serious violations(s), misconduct(s) and/or criminal allegations at any time.
- J. The Union and County agree that GPS program and systems data and information will not be used to support disciplinary action during the applicable one (1) month grace period so long as the violations and/or misconduct are of a minor nature. However, such GPS program and systems data and information can be used in the case of serious misconduct and/or violations during the applicable one (1) month grace period subject to just cause standards in the labor agreement(s). Examples of serious misconduct and/or violations are speeding, accidents caused by employee negligence, disconnecting GPS units or any illegal activities.
- K. The Union and County agree that the County will not discipline an employee based upon the utilization of GPS records that are more than twelve (12) months prior to the implementation of the discipline except if such records reflect information relevant to serious misconduct and/or serious violations.
- L. The Union and County agree that disciplinary action will be in accordance with labor agreement(s) provisions.
- M. The Union and County agree that the procedure for handling inquiries involving allegations of misconduct and/or violations against an employee when they involve the potential use of GPS system data and information shall be as follows:
  - i. The County will make a reasonable attempt to contact the employee to inform him/her of the alleged offense within forty-eight (48) working hours except where a weekend, holidays, vacation time, sick leave time or other instances of unavailability of personnel. In those cases, the employee will be notified within forty-eight (48) working hours of return to work. In addition, if the incident, misconduct and/or violation involve a complicated set of facts and data, the County will notify the employee within forty-eight (48) working hours of conclusion of an investigation of the facts and data.
  - ii. The County will inform the employee and his/her union representative within forty-eight (48) working hours, except as provided in (a) above, of the County's determination as to whether or not the County will be conducting a GPS inquiry.
  - iii. The Union and the employee will receive copies of reports relevant to the issues in question generated as a result of the GPS review.

iv. Subject to mutual agreement on the date and time, the employee and his/her union representative will meet with Management (non-union) to attempt to resolve the matter.

N. The Union and County agree that disciplinary action administered by the County which is in part or wholly reliant on GPS system information and data is subject to the Grievance process per Article 18 of the 367 Collective Bargaining Agreement and Article 6 of the 367C Collective Bargaining Agreement.

**SECTION 10. EFFECTIVE DATE OF POLICY**

The provisions of this policy shall be effective beginning February 24, 2015.

**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.