

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

**Tuesday, May 26, 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)*

### **CONSENT AGENDA (Item A-B)**

- A) Approve regular meeting minutes of April 28 and May 12, 2015
- B) Rainbow Valley Landfill Claims Voucher:  
SCS Engineers - \$1,662.82

### **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.*

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, April 28, 2015**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Amanda Bennett, Confidential Secretary  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Stephanie Fritts, Emergency Management Director  
Wayne Leonard, Juvenile Court Administrator  
Faith Taylor-Eldred, Community Development Director

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers-Willapa Harbor Herald (recorded meeting)  
Paul Philpot, Economic Development Council

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

**PUBLIC COMMENT - None**

**CONSENT AGENDA (Item A)**

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

**Approve Rainbow Valley Landfill Vouchers:**  
**City of Raymond - \$1,495.00**  
**SCS Engineers - \$5,044.48**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

\_\_\_\_\_  
Steve Rogers, Chairman

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, May 12, 2015**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

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

Amanda Bennett, Confidential Secretary  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Andi Harland, Public Works Accounting Manager  
Dotsi Graves, Fair/Parks Manager  
Mary Goelz, Health & Human Services Director

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers-Willapa Harbor Herald (recorded meeting)  
Diane Mullins, Medix Ambulance

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

**PUBLIC COMMENT - None**

**CONSENT AGENDA (Item A-B)**

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

**Approve Rainbow Valley Landfill Vouchers:**  
**Royal Heights Transfer Station, Inc- \$1,844.64**  
**PUD NO. 2- \$63.83**  
**Broadband Environmental Services- \$750.00**  
**Dragon Analytical Laboratory- \$2,779.00**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

\_\_\_\_\_  
Steve Rogers, Chairman

ATTEST:

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

\_\_\_\_\_  
Amanda Bennett  
Confidential Secretary

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

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



**Invoice**

2405 140<sup>th</sup> Avenue, NE  
 Suite 107  
 Bellevue, WA 98005-1877

425 746-4600  
 FAX 425 746-6747  
 www.scsengineers.com

**SCS ENGINEERS**

April 28, 2015

Mr. Larry Bale  
 Rainbow Valley Landfill Inc.  
 114 Airport Road  
 Raymond, WA 98577

**Remit to SCS Engineers**  
**3900 Kilroy Airport Way, Suite 100**  
**Long Beach, CA 90806-6816**  
**Tax ID No: 54-0913440**

March 31, 2015

Project No: 04215010.00  
 Invoice No: 0253607

**Rainbow Valley Landfill Post-Closure Evaluation**

- Organization of project files
- Continued preparation of the draft post-closure evaluation memorandum
- Reviewed landfill gas and leachate documents and compiled site data
- Researched groundwater well spatial data and generated site figures

**Professional Services from March 1, 2015 to March 31, 2015**

Task 00001 Project Administration		Hours	Amount	
<b>Professional Personnel</b>				
Project Professional - Office		1.00	114.00	
Totals		1.00	114.00	
<b>Total Labor</b>				<b>114.00</b>
<b>Additional Fees</b>				
Communications Fee			1.14	
<b>Total Additional Fees</b>			<b>1.14</b>	<b>1.14</b>
			<b>Total this Task</b>	<b>\$115.14</b>

Task 00002 Post-Closure Plan		Hours	Amount	
<b>Professional Personnel</b>				
Project Director		2.00	374.00	
Totals		2.00	374.00	
<b>Total Labor</b>				<b>374.00</b>
<b>Consultants</b>				
Aerotek, Inc., AP 0407636, File Copying Services			312.00	
<b>Total Consultants</b>		<b>1.05 times</b>	<b>312.00</b>	<b>327.60</b>
<b>Additional Fees</b>				
Communications Fee			3.74	
<b>Total Additional Fees</b>			<b>3.74</b>	<b>3.74</b>
			<b>Total this Task</b>	<b>\$705.34</b>

**Invoice**

2405 140<sup>th</sup> Avenue, NE  
 Suite 107  
 Bellevue, WA 98005-1877

425 746-4600  
 FAX 425 746-6747  
 www.scsengineers.com

**SCS ENGINEERS**

Project No: 04215010.00  
 Invoice No: 0253607 Page 2 of 2

**Professional Services from March 1, 2015 to March 31, 2015 (Continued)**

Task	00005	Landfill Gas Monitoring		
<b>Professional Personnel</b>				
			<b>Hours</b>	<b>Amount</b>
Staff Professional - Office			2.00	180.00
Totals			2.00	180.00
<b>Total Labor</b>				<b>180.00</b>
<b>Additional Fees</b>				
Communications Fee				1.80
<b>Total Additional Fees</b>				<b>1.80</b>
				<b>1.80</b>
			<b>Total this Task</b>	<b>\$181.80</b>

Task	00006	Leachate Generation		
<b>Professional Personnel</b>				
			<b>Hours</b>	<b>Amount</b>
Staff Professional - Office			6.00	540.00
Totals			6.00	540.00
<b>Total Labor</b>				<b>540.00</b>
<b>Additional Fees</b>				
Communications Fee				5.40
<b>Total Additional Fees</b>				<b>5.40</b>
				<b>5.40</b>
			<b>Total this Task</b>	<b>\$545.40</b>

Task	00007	Groundwater Monitoring & Reporting		
<b>Professional Personnel</b>				
			<b>Hours</b>	<b>Amount</b>
Senior Project Professional II- Office			1.00	114.00
Totals			1.00	114.00
<b>Total Labor</b>				<b>114.00</b>
<b>Additional Fees</b>				
Communications Fee				1.14
<b>Total Additional Fees</b>				<b>1.14</b>
				<b>1.14</b>
			<b>Total this Task</b>	<b>\$115.14</b>
			<b>Total this Invoice</b>	<b>\$1,662.82</b>

Thank you.

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

**May 26, 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.

**PUBLIC HEARING(S)** *(held in the Commissioners Meeting Room unless otherwise noted)*

10:00 AM Shoalwater Bay Indian Tribe Open Space Application

**MEETINGS/WORKSHOPS** *(held in the Commissioners Conference Room unless otherwise noted)*

10:30 AM Workshop w/ Assessor re: staffing

11:00 AM Workshop w/ Fair Manager re: fair court

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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 1-6)**

**Health & Human Services Department**

- 1) Approve Amendment #1 to Contract #1463-28911 with DSHS-Division of Behavioral Health and Recovery pertaining to the Triple P parenting program; authorize Chair to sign

**Auditor's Office**

- 2) Confirm disposal of HP Laserjet printer in accordance with Personal Property Inventory Procedures Policy

**Boards and Commissions**

- 3) Approve the reappointment of WRIA #24 Lead Entity Technical Advisory Group member Nick Somero
- 4) Approve the reappointment of WRIA #24 Lead Entity Technical Citizens Committee members Tim Morris, Michael Spencer and Key McMurry

**General Business**

- 5) Vendor Claims:  
Warrants Numbered 127176 through 127288 - \$248,270.36
- 6) Approve regular meeting minutes of April 28 and May 12, 2015 and special meeting minutes of May 18, 2015

*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.*

**YEARS OF SERVICE**

**7) 15 Years**

Joe Camenzind (DPW)

**20 Years**

Mike Ray (PCSO), Gary Lavinder (DPW), Scott Corey (DPW),  
Chuck Bolden (DPW)

**25 Years**

Kathy Spoor (CAO), Ron Clark (PCSO)

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 8) Acknowledge and present Certificate of Good Practice for 2014 to County Engineer
- 9) Confirm Special Use Agreement with Harbors Association of Volunteers for Animals (HAVA) and authorize Chair to sign
- 10) Consider approval of Special Use Agreement with Goldwing Road Riders Association and authorize Chair to sign
- 11) Consider approval of the 2015 Bush Pioneer Park Maintenance and Operation Contract with Herb Frank

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 12) Consider approval of request to hire Daisy Rojas, Jessica Koski, Mikayla Collins, Megan Patterson, Seth Hall-Ogilvie and Sinda Chann as summer litter crew members and Alexandria Gilbert as Litter Crew Lead
- 13) Acknowledge resignation of Environmental health Specialist Kristina Sieff and consider approval of request to advertise for vacant position

**ITEMS REGARDING HEALTH AND HUMAN SERVICES**

- 14) Consider approval of County Program Agreement #1563-39128 with DSHS for the WorkFirst Children with Special Needs program and authorize Chair to sign
- 15) Consider approval of Contract Agreement with PeaceHealth Southwest WA Medical Center for Breast, Cervical and Colon Cancer Health Program and authorize Chair to sign
- 16) Acknowledge resignation of Public Health Nurse Cory McKeown and consider approval of request to advertise for vacant position

**ITEMS REGARDING AUDITOR'S OFFICE**

- 17) Consider adoption of Resolution 2015-022 increasing the amount of licensing change fund

**ITEMS REGARDING WSU EXTENSION**

- 18) Consider approval of the hire of Suzanne Carbaugh, Administrative Asst. II

**ITEMS REGARDING PROSECUTOR'S OFFICE**

- 19) Consider approval of request to purchase computer and other minor office equipment

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**ITEMS REGARDING VEGETATION MANAGEMENT**

- 20) Consider approval of request to hire temporary Spartina Field crew members Richard Mark, Dustin Eaton, Alex Martin, Richard Ashley, Dakota Phillips and Cody Buchanan
- 21) Consider approval of Interagency Agreement #IA 315-233 with WA State Parks and Recreation for weed control work on state park properties

**ITEMS REGARDING SHERIFF'S OFFICE**

- 22) Consider approval of the hire of Vanessa Samplawski and Roberta Pulsifer to fill two vacant Telecommunicator positions

**ITEMS REGARDING BOARDS & COMMISSIONS**

- 23) Acknowledge resignation of Janie Rose, WRIA #24 Lead Entity Citizens Committee member

**ITEMS REGARDING GENERAL BUSINESS**

- 24) Consider approval of request to sell tax title parcel #75023025008
- 25) Consider adoption of Resolution 2015-023 establishing fiscal year 2016 budget calendar
- 26) Consider approval of designating the Economic Development Council as the Associate Development Organization
- 27) Consider adoption of Findings of Fact and Conclusions of Law pertaining to Flood Damage Prevention Ordinance No. 176
- 28) Consider adoption of Resolution 2015-024 creating the Superior Court Administrator/Court Recorder job description

**ITEMS REGARDING SUPERIOR COURT**

- 29) Consider approval of request to appoint Angela Gilbert to Court Administrator/Court Recorder position
- 30) Consider approval of request to advertise for vacant Asst. Court Administrator/Court Recorder position

**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 32) Shoalwater Bay Indian Tribe Open Space Application

*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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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:

5/26/2015

**AGENDA REQUEST FORM**

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

Agenda Item #: 1

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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: May 18, 2015
NARRATIVE OF REQUEST Requesting approval and signature of amendment #1 to contract number 1463-28911 with DSHS- Division of Behavioral Health and Recovery to increase the contract by \$2500 (for a new total of \$17500) and to continue to provide the Triple P parenting program. Please let me know if you have any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to Contract #1463-28911 with DSHS Division of Behavioral Health & Recovery pertaining to the Triple P parenting Program and authorize Chair to sign	



# CONTRACT AMENDMENT Triple P

DSHS CONTRACT NUMBER:  
1463-28911

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Pacific County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1231
CONTRACTOR CONTACT Katie Oien-Lindstrom	CONTRACTOR TELEPHONE (360) 875-9343	CONTRACTOR FAX (360) 875-9323	CONTRACTOR E-MAIL ADDRESS koien@co.pacific.wa.us
DSHS ADMINISTRATION Behavioral Health and Service Integration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1000CC-63
DSHS CONTACT NAME AND TITLE Scott Waller Program Coordinator		DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360) 725-3782	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL ADDRESS scott.waller@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 12/15/2014	CONTRACT END DATE 09/30/2015		
PRIOR MAXIMUM CONTRACT AMOUNT \$15,000.00	AMOUNT OF INCREASE OR DECREASE \$2,500.00	TOTAL MAXIMUM CONTRACT AMOUNT \$17,500.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO			
<b>ATTACHMENTS.</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE BHSIA Contracts	DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

The Maximum Amount Payable is increased by \$2,500, from \$15,000 to \$17,500. The source of funds is the Federal Mental Health Block Grant, CFDA Number 93.958.

Amend Exhibit B, Section 4. Deliverables by deleting the deliverables chart and replacing it with the following:

**Deliverables by January 31, 2015**

- Approval of updated sustainability plan
- Organize and implement peer support network meetings for active Triple P facilitators
- Participate in all required meetings for Triple P
- Complete all required reporting and evaluation requirements

**Deliverables by February 28, 2015**

- Organize and implement peer support network meetings for active Triple P facilitators
- Participate in all required meetings for Triple P
- Complete all required reporting and evaluation requirements

**Deliverables by March 31, 2015**

- Organize and implement peer support network meetings for active Triple P facilitators
- Participate in all required meetings for Triple P
- Complete all required reporting and evaluation requirements

**Deliverables by April 30, 2015**

- Participate in all required meetings for Triple P
- Participate in Triple P trainings, as scheduled
- Complete all required reporting and evaluation requirements

**Deliverables by May 31, 2015**

- Organize and implement peer support network meetings for active Triple P facilitators
- Participate in all required meetings for Triple P
- Participate in Triple P trainings, as scheduled
- Complete all required reporting and evaluation requirements

**Deliverables by June 30, 2015**

- Participate in all required meetings for Triple P
- Participate in Triple P trainings, as scheduled

**Deliverables by July 31, 2015**

Organize and implement peer support network meetings for active Triple P facilitators  
Participate in all required meetings for Triple P  
Participate in Triple P trainings, as scheduled

**Deliverables by August 31, 2015**

Participate in all required meetings for Triple P  
Participate in Triple P trainings, as scheduled

**Deliverables by September 30, 2015**

Organize and implement peer support network meetings for active Triple P facilitators  
Participate in all required meetings for Triple P  
Participate in Triple P trainings, as scheduled

<b>Sub-total for this Task Order</b>	<b>\$16,500</b>
<b>Reaching Performance Measure</b>	<b>\$1,000</b>
<b>Maximum Considerations for this Task Order</b>	<b>\$17,500</b>

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

		<b>COUNTY</b>  <b>PROGRAM AGREEMENT</b>  <b>Triple P</b>		DSHS Agreement Number  1463-28911
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.			Administration or Division Agreement Number  County Agreement Number	
DSHS ADMINISTRATION  Behavioral Health and Service Integration	DSHS DIVISION  Division of Behavioral Health and Recovery	DSHS INDEX NUMBER  1231	DSHS CONTRACT CODE  1000CC-63	
DSHS CONTACT NAME AND TITLE  Scott Waller Program Coordinator		DSHS CONTACT ADDRESS  4500 10th Avenue SE  Lacey, WA 98503		
DSHS CONTACT TELEPHONE (360) 725-3782	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL scott.waller@dshs.wa.gov		
COUNTY NAME  Pacific County		COUNTY ADDRESS  1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME  Katie Oien-Lindstrom		
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL koien@co.pacific.wa.us		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?  Yes		CFDA NUMBERS  93.958		
PROGRAM AGREEMENT START DATE 12/15/2014	PROGRAM AGREEMENT END DATE 09/30/2015	MAXIMUM PROGRAM AGREEMENT AMOUNT \$15,000.00		
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements ; Exhibit B <input type="checkbox"/> No Exhibits.				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.				
COUNTY SIGNATURE(S)  		PRINTED NAME(S) AND TITLE(S)  Steve Rogers, chair	DATE(S) SIGNED  1/13/15	
DSHS SIGNATURE  		PRINTED NAME AND TITLE Michael Rice, Contracts Supv. BHSIA Contracts	DATE SIGNED  1/16/15	



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:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 2

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 Auditor's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 5/18/15
NARRATIVE OF REQUEST Confirm Auditor's Office disposal of inventory fixed asset ID #1620.	
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>1620</u>	DEPT/OFFICE: <u>Auditor</u>
EQUIPMENT DESCRIPTION: <u>HP Laserjet</u>	LOCATION: <u>Election Room</u>
MODEL NUMBER: <u>HP Laserjet 4000</u>	SERIAL NUMBER: <u>USMB014791</u>

IS THIS EQUIPMENT STILL FUNCTIONING?     YES     NO

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

### DISPOSAL

DISPOSAL DATE: <u>05/14/2015</u>	HOW DISPOSED: <u>TRASHED</u>
REASON FOR DISPOSAL: <u>No longer working, too expensive to repair, circa 1997</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

### TRANSFER

TRANSFER DATE: _____	TO (DEPT/OFFICE): _____
TRANSFERRED FROM (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 blank. 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	_____	,20__	in accordance with Pacific County Personal Property Inventory Procedures.
			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:  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item#: 3&4

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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 5/15/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
#3 Approve the reappointment of the WRIA #24 Lead Entity Technical Advisory Group member Nick Somero	
#4 Approve the reappointments of the WRIA #24 Lead Entity Citizens Committee members Tim Morris, Michael Spencer, Tom Kollasch and Key McMurry	

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, May 26,2015, 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

127176 thru 127288 \$ 248,270.36

Warrants Dated: May 15, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
\_\_\_\_\_  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

MAY 18 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

6

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, April 28, 2015**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:01AM**

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

Marie Guernsey, Clerk of the Board  
Amanda Bennett, Confidential Secretary  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Stephanie Fritts, Emergency Management Director  
Wayne Leonard, Juvenile Court Administrator  
Faith Taylor-Eldred, Community Development Director

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers-Willapa Harbor Herald (recorded meeting)  
Paul Philpot, Economic Development Council

**PUBLIC COMMENT - None**

**CONSENT AGENDA (1-7)**

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

**Health and Human Services Department**

**Approve Amendment #14 to agreement #1163-27318 with DSHS Division of  
Behavioral Health and Recovery; authorize Chair to sign**

**Approve Amendment #15 to agreement #1163-27318 with DSHS Division of  
Behavioral Health and Recovery; authorize Chair to sign**

**Department of Public Works**

**Approve Exhibit A for CresComm Wifi to add a small antenna on our Long  
Beach communication tower**

**Approve Amended Exhibit A for McDaniel Cellular to add three antennas  
and one cellular radio equipment rack to our KO Communications Site**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**General Business**

**Confirm Judge Pro Tem Bond Continuation for Scott Harmer, Mike Turner and Joel Penoyar**

**Confirm appointment of Amanda Bennett as Civil Service Chief Examiner effective April 21, 2015**

**Confirm letter of support for the Health Infrastructure Investment Program Grant by Valley View Health Center**

**YEARS OF SERVICE**

**25 Years: Shannon Pettit (Juvenile)**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve hire of Blair Swogger to fill the Engineering Technician/GIS Assistant position effective June 1, 2015, Grade 10 Step 1, subject to adequate budget appropriations**

**Approve issuance of Call for Bids, subsequent Public Notice and Notice to Contractors for the U Street Road Resurfacing Project; authorize Clerk of the Board to assign bid opening date upon authorization of funds (*Call for Bids set for May 22, 2015 at 10:00am*)**

**Approve FMLA and authorize Leave Credit Transfers, assign expiration date of December 31, 2015**

**Approve replacement of vehicle #087 a 2000 Chevrolet pickup #087 to purchase from State Bid in the amount of \$43,207.37, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve hire of Lisa Martindale for the vacant budgeted Administrative Assistant II position effective May 11, 2015, Grade 9 Step 1, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING JUVENILE**

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

**Approve hire of Susan Robinson to fill the budgeted legal assistant casual position effective May 4, 2015, Grade 9 Step 1, not to exceed 39 hours a month, subject to adequate budget appropriations and in accordance with Local 367C Collective Bargaining Agreement**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve the 2015-2016 Printing Contract with the Chinook Observer as the Official County and Area Specific Newspaper, effective July 1, 2015 through June 30, 2016**

**Approve Contract for Services with the Port of Ilwaco pertaining to the Halton Property Development in the amount of \$25,000 and rescind motion of February 24, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Rural Arterial Project (RAP) Agreement #2515-01 with County Road Administration Board pertaining to Parpala Road and authorize Chair to sign**

**Approve Rural Arterial Project (RAP) Agreement #2514-01 with County Road Administration Board pertaining to Rue Creek Road and authorize Chair to sign**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve Amendment A to State Homeland Security Grant Contracts #E15-096 and #E15-221 and authorize Chair to sign**

**Approve request to obtain quotes for generator and return with request to purchase**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING GENERAL ADMINISTRATION**

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

**Approve Vendor Claims Warrants Numbered 126834 thru 126976 in the amount of \$414,730.10, subject to adequate budget appropriations**

**EXECUTIVE SESSION - None**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

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

ATTEST:

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

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

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

**OTHER BUSINESS FOR FILING**

Notice of Liquor License expirations from WA State Liquor Control Board for KOA Kampground Bay Center, Doc's Tavern and 42<sup>nd</sup> Street Café & Bistro

Notice of Liquor License application from WA State Liquor Control Board for Swakane Winery

Copy of Community Health Assessment and Community Health Improvement Plan dated 4/21/2015

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**WORKSHOPS/MEETINGS HELD – No action taken**

April 6<sup>th</sup>

Workshop w/ Auditor re: L&I  
Workshop re: Camp Morehead  
Departmental Briefings  
Workshop w/ Health re: take back drop box  
Workshop w/ Fair-Parks Manager

April 9<sup>th</sup>

Meet w/ Road Crew

April 13<sup>th</sup>

Workshop w/ DCD & Prosecutor  
Executive Session held: RCW 42.30.110(1)(i)  
Meeting Agenda Review  
Workshop w/ Sheriff re: email  
Workshop w/ DCD re: various items

April 14<sup>th</sup>

BOH/BOCC Meeting  
Public Hearing: Call for Bids-Official Newspaper  
Elected Officials Meeting

April 20<sup>th</sup>

Workshop w/ K. Spoor re: personnel  
Joint Management meeting  
Meet w/ Road Crew

April 21<sup>st</sup>

Workshop w/ Health re: health assessment  
Meet w/ C. Pegg re: WA State Housing Needs Assessment

April 27<sup>th</sup>

Meeting Agenda Review

April 28<sup>th</sup>

BOH/BOCC Meeting  
Workshop w/ B. Walker re: salary

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, May 12, 2015**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:02AM**

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

Amanda Bennett, Confidential Secretary  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Andi Harland, Public Works Accounting Manager  
Dotsi Graves, Fair/Parks Manager  
Mary Goelz, Health & Human Services Director

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers-Willapa Harbor Herald (recorded meeting)  
Diane Mullins, Medix Ambulance

**PUBLIC COMMENT - None**

**ITEMS REGARDING GENERAL BUSINESS**

Chairman Rogers read the Proclamation declaring the week of May 17-23, 2015, as Emergency Medical Services Week; theme- EMS. Strong. Also recognizing this as Medix 40<sup>th</sup> anniversary. Diane Mullins, representative of Medix, was in attendance and presented a plaque to the Board recognizing their support.

**CONSENT AGENDA (Items 2-9)**

Commissioner Ayers requested agenda items #2 and #9 be removed from the Consent Agenda.

**CONSENT AGENDA (Items 3-8)**

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

**Department of Public Works**

Approve the Road Haul Permit No. 2015-8 and accept the Surety Bond No. 6264725 with Green Diamond Resource Company

Approve continuation of Road Haul Permit No. 2015-12 with Sierra Pacific Industries

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**General Business**

Vendor Claims

Warrants Numbered 126977 thru 127069 - \$340,681.33

Approve April, 2015 payroll; Total # of employees: 164; total payroll:  
\$693,827.72

Approve amendment #1 with Crisis Support Network to provide emergency  
housing services

Approve the minutes from April 14, 2015

Acknowledge and present Certificate of Good Practice for 2014 to County  
Engineer-DEFERRED

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Confirm promotion of Ron Clark as Undersheriff effective May 1, 2015,  
Grade 17, Step 8, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Special Use Agreement with Humptulips Valley Hustler's 4-H  
Club for use of Morehead Park on May 15-17, 2015 and authorize  
Chair to sign**

**Approve Special Use Agreement with Satsop School District #104 for use of  
Morehead Park May 19-21, 2015 and authorize Chair to sign**

**Adopt Resolution 2015-021 initiating County Road Project No. 1643  
pertaining to the Parpala Road Slide Repair Project**

**ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1**

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

**Approve solicitation of quotes utilizing a small works roster for replacement  
of cross culverts within the boundaries of the Flood Control Zone District  
No. 1, in accordance with all county policies**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve Agreement for Professional Services with the Watershed Company to update the County's Critical Area Ordinance and authorize Chair to sign, subject to all county policies and adequate budget appropriations**

**Approve Amendment #2 to the Contract for Professional Services with the Watershed Company in the amount of \$9,500, subject to adequate budget appropriations**

**Approve Agreement with the Naselle Youth Camp to teach food handling classes to their students, in accordance with all county policies**

**ITEMS REGARDING HEALTH AND HUMAN SERVICES**

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

**Accept resignation of Lindsey Hylton effective June 11, 2015 and approve advertising for the vacant Human Service Program Manager position and return with request to hire**

**Approve 2014-15 ASPR Preparedness Training Agreement with Region 3 Healthcare Preparedness Coalition in the amount of \$1,295 and authorize Health Director to sign, subject to adequate budget appropriations**

**ITEMS REGARDING PROSECUTOR'S OFFICE**

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

**Approve hire of Haylee Mills, Deputy Prosecutor effective June 1, 2015, Grade 15 Step 1, subject to adequate budget appropriations, noting that if funding for this position is unavailable, this position would be eliminated**

Consider approval of request to purchase computer, desk and other minor office equipment for the new Deputy Prosecutor in the amount of \$3,000-DEFERRED

**ITEMS REGARDING ASSESSOR'S OFFICE**

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

**Acknowledge transfer of Blair Swogger to Department of Public Works, effective May 31, 2015**

**Approve request to advertise for vacant Administrative Assistant II position, return with request to hire**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING VEGETATION MANAGEMENT**

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

**Approve request to advertise for Spartina crew and return with request to hire**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve the 2014-2016 Collective Bargaining Agreement with the Local 367**

**Approve Interlocal Agreement with North Pacific County EMS for repayment of purchase for dispatch radio equipment**

**Approve Technical Support Agreement with Efficiency, Inc for annual renewal regarding For the Record (FTR) system in the amount of \$4,428 and authorize Chair to sign**

**Approve Vendor Claims Warrants Numbered 127070 through 127175 in the amount of \$527,747.76, subject to adequate budget appropriations**

**EXECUTIVE SESSION – None**

**RECESS – 9:22AM**

**PUBLIC HEARING**

**ATTENDANCE:** Chairman Rogers, Commissioner Ayers, Commissioner Wolfe, Tim Crose-DCD Asst. Director, Rachel Patrick-Auditor Chief Deputy, Joyce Kidd-Auditor, Kathy Spoor-County Administrative Officer. There were no members of the general public in attendance.

At approximately 10:00AM, Chairman Rogers reconvened the meeting and opened the Public Hearing regarding Flood Prevention Ordinance No. 176.

Tim Crose stood and was sworn in. Tim provided a brief history of the flood ordinance. He indicated the ordinance, if approved, would become effective May 18, 2015.

Chairman Rogers closed the public hearing.

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

**Adopt Flood Damage Prevention Ordinance No. 176 establishing an ordinance promoting the public health, safety and general welfare by minimizing public and private losses due to flood conditions in specific area and rescinding Ordinance No. 167**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**MEETING CLOSED 10:04AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

ATTEST:

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

\_\_\_\_\_  
Amanda Bennett  
Confidential Secretary

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

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**SPECIAL MEETING**

**10:00 AM**

**Monday, May 18, 2015**

**1216 W Robert Bush Drive  
South Bend, Washington**

**CALLED TO ORDER – 10:00AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Mike Collins, Public Works Director/County Engineer

**GENERAL PUBLIC IN ATTENDANCE - None**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Award of Call for Bids for the Sandridge Road Resurfacing Project to Naselle Rock & Asphalt Co. in the amount of \$383,345.14 including WA State Sales Tax, subject to adequate budget appropriations** *(Other bids received from Lakeside Industries of Longview in the amount of \$407,672.62 and from Granite Construction Co. of Vancouver in the amount of \$535,574.32)*

**MEETING CLOSED 10:03AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

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

ATTEST:

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

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

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

5/26 mtg (S)

7

# Years of Service Report May 2015

Total Years of Service

Employee Name	Date of Hire	Calculation Date	ID Number
Joseph R. Camenzind	5/1/2000	5/1/2000	CAMEJ

Total Years of Service

Employee Name	Date of Hire	Calculation Date	ID Number
Michael Ray	5/15/1995	5/1/1995	RAYMI
Gary Lavinder	5/15/1995	5/1/1995	LAVIG
Scott Corey	5/15/1995	5/1/1995	CORES
Charles Bolden	5/15/1995	5/1/1995	BOLDC

Total Years of Service

Employee Name	Date of Hire	Calculation Date	ID Number
Kathy M. Spoor	5/21/1990	5/1/1990	SPOOK
Ronald E. Clark	5/21/1990	5/1/1990	CLARR

Friday, March 06, 2015 - Emailed Alex -KB

5/8/15 C: Lisa -KB



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:  
05/12/15

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #: <u>8</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____			<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> 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: 4/28/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Acknowledge and present Certificate of Good Practice for 2014 to County Engineer	

**CERTIFICATE OF GOOD PRACTICE**

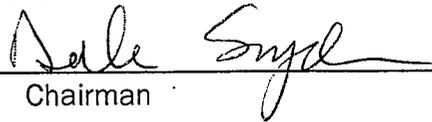
has been transmitted to the State Treasurer on behalf of

**PACIFIC COUNTY  
2014**

*Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county: a) has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and; b) has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.*

*By resolution of the County Road Administration Board.*

April 16, 2015

  
Chairman



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:  
 05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 9

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          |

**MAY 13 2015**

**AGENDA ITEM REQUEST**

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

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

DEPARTMENT/OFFICE: PUBLIC WORKS DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER PHONE / EXT: EXT 2288

SIGNATURE: *[Signature]* DATE: 5/13/15

NARRATIVE OF REQUEST  
 Request the Board to approve and sign the Special Use Agreement with HAVA for the use of the Pacific County Fairgrounds for the dates of May 15-17, 2015, for their annual garage sale.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):  
 Confirm Special Use Agreement with Harbor's Association of Volunteer's for Animals (HAVA) for use of the Fairgrounds for their annual garage sale May 15-17, 2015 and authorize Chair to sign

**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of May, 2015,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
HAVA hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0 and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Pacific County Fair Grounds

Event Date(s): May 15-17, 2015

**THE COUNTY AGREES TO:**

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

**THE PERMITTEE AGREES TO:**

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE'S liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

Approved                       Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, 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 PERMITTEE 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 PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE



Signature

President

Title

5/13/15

Date

PACIFIC COUNTY

Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

### Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: Annual Garage Sale

2. Description of event: Garage Sale

3. Location of event: Commercial Bldg & Booster Bldg

4. Dates of event: 5/15- 5/17/15 Hours of operation: 8 hrs Per Day

5. Has the event been held previously? No Dates: \_\_\_\_\_

6. Estimated attendance: 200 people

7. Name and address of Event Representative: Dee Roberts

1036 Barnhart St, Raymond WA 98577  
360

Cell Phone Number: 589-9451 Office Number: 360 942-2344

8. Emergency contact name and phone number: Same as

Leslie Moulton 360-875-1616

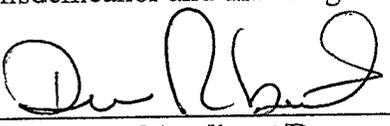
Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		✓		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>	✓			If yes, attach a list of those services and outline specific duties.
Will you have security on site?				If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		✓		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		✓		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		✓		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		✓		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		✓		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		✓		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		✓		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	✓			If yes, please attach a copy.
Will there be food served?		✓		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		✓		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?	✓			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		✓		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	✓			<b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b>

**WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION**

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

**SWORN STATEMENT OF COMPLIANCE**

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

                      5/13/15  
Signature of Applicant/Representative                      Date

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

Name: Leslie Morffon                      Contact #: 360-875-1616

Name: Jason Woods                      Contact #: " " "

Name: Dce Roberts                      Contact #: 360-589-9451

Name: \_\_\_\_\_                      Contact #: \_\_\_\_\_



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

REQUESTED MEETING DATE:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 10

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          |

RECEIVED  
PACIFIC COUNTY

MAY 13 2015

### AGENDA ITEM REQUEST

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

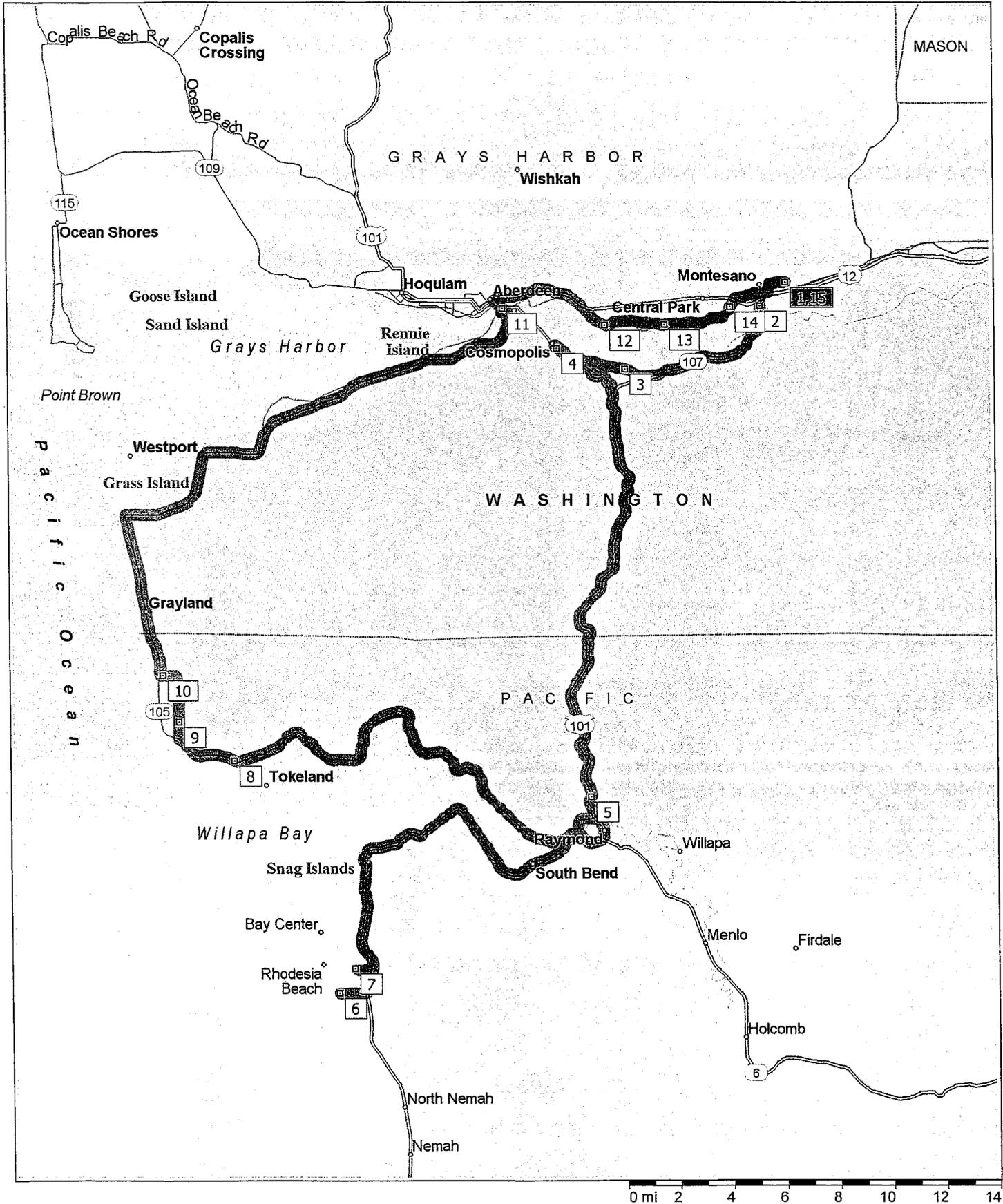
DEPARTMENT/OFFICE: PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: <i>[Signature]</i>	DATE: 5/13/15

**NARRATIVE OF REQUEST**  
 Request the Board to approve and sign the Special Use Agreement with GWRRA, Chapter WA-D, for the use of Bush Pioneer Park June 13, 2015, for Duck Hunt Poker Ride.

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board)  
 Approve Special Use Agreement with Gold Wing Riders Road Association Chapter WA-D for the use of Bush Pioneer County Park on June 13, 2015 and authorize Chair to sign

# 2015 Duck Hunt Route

133.9 miles; 3 hours, 21 minutes



**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 15,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
EWING CHAPTER WA-D hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0 and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Bush Pioneer Park

Event Date(s): JUNE 13, 2015

**THE COUNTY AGREES TO:**

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

**THE PERMITTEE AGREES TO:**

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE'S liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

Approved       Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, 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 PERMITTEE 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 PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

  
Signature

Treasurer  
Title

5-11-15  
Date

PACIFIC COUNTY  
Board of County Commissioners

\_\_\_\_\_  
Chair

ATTEST:

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

\_\_\_\_\_  
Date

### Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: CHAPTER WA-0 DUCK HUNT
2. Description of event: ANNUAL POKER RUN OF THE ABERDEEN CHAPTER OF THE GOLD WING ROAD RIDES ASSOCIATION
3. Location of event: STARTS & END IN MONTESANO
4. Dates of event: JUNE 13, 15 Hours of operation: 10-3 PM
5. Has the event been held previously? YES Dates: ANNUALLY for 15 yrs
6. Estimated attendance: 100-150 people
7. Name and address of Event Representative: ERV GRANAHAN  
67 MIDDLE SATSOP RD, MONTESANO, WA 98563  
360-  
Cell Phone Number: 581-2481 <sup>HOME</sup> Office Number: 360-249-3463
8. Emergency contact name and phone number: KERRY BASH  
581-5540

RESOLUTION 2010- 035  
ATTACHMENT A

Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		X		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		X		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	X			If yes, please attach a copy. <b>ATTACHED</b>
Will there be food served?		X		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		X		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming <del>Pacific County</del> <b>Pacific County</b> ?	X	X		<b>A copy of the Certificate of Insurance must be attached or the application will not be considered. ATTACHED</b>

### WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

### SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Em Granahan 5-11-15  
Signature of Applicant/Representative      Date

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

Name: STEVE CAREY Contact #: 360-580-2186

Name: KERRY BASH Contact #: 360-249-4640

Name: ERV GRANAHAN Contact #: 360-249-3463

Name: \_\_\_\_\_ Contact #: \_\_\_\_\_



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:**  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 11

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: PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Request Board to approve and sign the 2015 Bush Pioneer Park Maintenance and Operation Contract with Herb Frank. This Contract runs from June 1st to November 30, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve 2015 Bush Pioneer Park Maintenance and Operation Contract with Herb Frank, effective June 1, 2015 through November 30, 2015, subject to adequate budget appropriations	

**2015 BUSH PIONEER  
MAINTENANCE AND OPERATION CONTRACT**

THIS CONTRACT, made and entered into this day between HERB FRANK, hereinafter called the CONTRACTOR, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WITNESSETH: WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed and the CONTRACTOR has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be **BUSH PIONEER PARK**.
2. The CONTRACTOR shall have the park available for daily use by the general public between the hours of 6 AM and 10 PM, beginning June 1, 2015 through November 30, 2015. Agreements for long-term use of the facilities in excess of three (3) weeks shall require prior approval of the COUNTY.
3. The CONTRACTOR will provide the park user reasonable security from injury to themselves or damage to their possessions; and furthermore, the fee paying user will be provided entrance to the exit from the park during hours of closure to the general public.
4. The park fees shall be established or revised by resolution of the Board of Pacific County Commissioners (presently Resolution No. 2015-015, adopted April 14, 2015). The CONTRACTOR shall collect fees and applicable taxes. Said fees collected by the CONTRACTOR shall be retained by the CONTRACTOR and shall constitute partial payment to the CONTRACTOR for services provided. CONTRACTOR further understands and agrees to forward the taxes collected to the appropriate parties at the appropriate times.
5. The fiscal records of such collections and disbursements will be kept by the CONTRACTOR, and reported monthly on the attached form (Attachment A) to the Parks Manger. A numbered receipting system will be provided by the CONTRACTOR and used to receipt all camping fees. This system shall consist of a three-part receipt with the original copy to the customer, the second copy is to accompany the monthly report sent to the COUNTY, and the third copy to be retained by the CONTRACTOR.
6. The COUNTY will provide a space at the park residence site for the location of a recreation vehicle for the CONTRACTOR; the COUNTY will provide electrical power, basic phone, water, sewer and garbage disposal services to the site. The CONTRACTOR will reimburse the COUNTY for any phone charges deemed to be used for the CONTRACTOR'S private use upon receiving a copy of the bill showing the itemization for those charges.

7. In addition to the fees collected (referenced in Paragraph Four above), the COUNTY will pay a hosting fee of \$1,800 (One Thousand Eight Hundred Dollars) for the contract period to the CONTRACTOR in six payments. The first installment in the amount of \$300 (Three Hundred Dollars) will be paid by the 30th day of June, 2015. There will be five additional installments paid for the months of July, August, September, October and November.
8. No structures shall be erected on the premises, and no residence will be permitted, without prior approval of the COUNTY. The CONTRACTOR shall bear all costs associated with placement and/or removal of CONTRACTOR'S facility.
9. The CONTRACTOR shall provide the proper janitorial/custodial service for the park restrooms.
10. The CONTRACTOR shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, all to be completed with equipment provided by the COUNTY (riding lawn mower).
11. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY, and the COUNTY shall not be held liable for any losses of any nature by the CONTRACTOR or other affected parties.
12. The CONTRACTOR will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.
13. The COUNTY agrees to provide all necessary operating supplies for the restrooms, supplied at COUNTY'S sole cost and expense.
14. Electric power, phone, water, sewer and garbage disposal services shall be provided by the COUNTY for park operations. No other utility services shall be provided.
15. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the CONTRACTOR further understands and agrees that the responsibility for payment of taxes remains with the CONTRACTOR. It is further understood that the CONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.
16. This Contract shall commence on June 1, 2015 and terminate November 30, 2015. Either party shall have the right of cancellation or termination of this Contract with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire Contract at least (30) thirty days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse except for any sums owing to either party at the end of cancellation or termination. The CONTRACTOR shall be solely responsible for removing all their personal property from

the park grounds within thirty (30) days of the notification of cancellation or termination of this Contract. If said personal property has not been removed within the time specified, the COUNTY shall have said property removed and the CONTRACTOR shall be solely responsible for bearing all costs involved.

Should criminal charges be filed in a jurisdictional court, against the CONTRACTOR, this Contract may be terminated, and all personal property of the CONTRACTOR must be removed, within three (3) days.

18. It is mutually understood and agreed between the parties hereto that this Contract does not create an employee/employer relationship and that the COUNTY assumes no liability to the independent CONTRACTOR and that in all of the activities pursuant to this Contract, HERB FRANK is, and shall be, an independent CONTRACTOR under the laws of the State of Washington.
19. The CONTRACTOR shall not subcontract any part of the work to be performed under this Contract or assign this Contract without the specific written consent of the COUNTY.
20. The CONTRACTOR shall not allow property owned by the COUNTY to be removed from premises. This includes, but is not limited to, any fallen trees located within the park.
21. The CONTRACTOR shall have First Right of Refusal prior to the termination of this Contract. COUNTY shall contact CONTRACTOR thirty (30) days prior to the termination of this Contract.
22. LIABILITY

(a) Proof of Insurance: The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$\_\_\_\_\_ (min of \$1,000,000) or greater per occurrence and \$2,000,000 aggregate for the term of this Contract. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this Contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, workers compensation insurance, etc., for any and all of its employees as might apply.

(b) Indemnification: In accepting this Contract, 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.

(c) Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the CONTRACTOR.

(d) Adjustment of Claims: The CONTRACTOR shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the CONTRACTOR under this Contract. The CONTRACTOR agrees that all such claims, whether processed by the CONTRACTOR or CONTRACTOR's insurer, either directly or by means of an agent, will be handled by one key person.

DATED THIS 5/18 DAY OF \_\_\_\_\_, 2015

INDEPENDENT CONTRACTOR

Herb Frank

Herb Frank

State of Washington Unified Business  
ID Number \_\_\_\_\_  
39 Bay Lane  
Bay Center, WA 98527

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

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

ATTEST:

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

ATTACHMENT "A"

**BUSH PIONEER PARK**  
**MONTHLY REVENUE-EXPENDITURE REPORT**  
**FOR THE MONTH OF \_\_\_\_\_, 2015**

Receipt Numbers \_\_\_\_\_ through \_\_\_\_\_

Amount Collected \$ \_\_\_\_\_ ( Total of Receipts )

Expenses : \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

=====

TOTAL ALL EXPENSES . . . . . \$ \_\_\_\_\_

Park Name : \_\_\_\_\_

Signature : \_\_\_\_\_

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



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

**REQUESTED MEETING DATE:**  
05.26.2015

### AGENDA REQUEST FORM

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

Agenda Item #: 12

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: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: 5/20/2015
NARRATIVE OF REQUEST	
<p>The Department requests approval to hire 6 youth and one lead for the summer litter crew. The youth will work in two 3-person crews for five weeks each, starting June 15th. The second crew will end August 20th.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve hire summer litter crew Daisy Rojas, Jessica Koski and Mikayla Collins, effective 6/15/2015; Megan Patterson, Seth Hall-Ogilvie, and Sinda Chann effective 7/20/2015; and Alexandria Gilbert, litter crew lead effective 6/11/2015, subject to adequate budget appropriations</p>	



**REQUESTED MEETING DATE:**  
05.26.2015

### AGENDA REQUEST FORM

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

Agenda Item #: <u>13</u>				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Initial: _____ Date: _____		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> DEFERRED TO: _____		Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN			<input type="checkbox"/> Risk Management	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____		<input type="checkbox"/> Legal	
<input type="checkbox"/> 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: Community Development	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST	
<p>Kristina Sieff, Environmental Health Specialist, has submitted her letter of resignation. Her last day of work will be September 10, 2015.</p> <p>The Department requests approval to advertise and interview for the EHS position.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Accept Environmental Health Specialist, Kristina Sieff resignation, effective September 10, 2015 and authorize advertising for vacant position and return with request to hire</p>	



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:**  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item#: 14

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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 5/19/15
NARRATIVE OF REQUEST Request the Board review and approve the Health Director sign the County Program Agreement with Department of Social and Health Services to provide home visiting and evaluations for parents referred by DSHS Workfirst Children with Special Health Needs. This referral system is for parents who are required to participate in the WORKFIRST program but have requested a waiver based on having a child with special health care needs. It is a program we currently participate in and it was included in our adopted 2015 county budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <b>Approve County Program Agreement #1563-39128 with DSHS Workfirst Children with Special Health Needs</b>	



**COUNTY  
PROGRAM AGREEMENT**

DSHS Agreement Number  
1563-39128

**WorkFirst**

- Children with Special Needs
- Onsite Family Violence Services

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
  
County Agreement Number

DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Community Services Division	DSHS INDEX NUMBER 1231	DSHS CONTRACT CODE 3003CS-63
---	--	---------------------------	---------------------------------

DSHS CONTACT NAME AND TITLE Alice Hildebrant WF Coordinator	DSHS CONTACT ADDRESS 2121 S State St Tacoma, WA 98405
---	---

DSHS CONTACT TELEPHONE (253)476-7015	DSHS CONTACT FAX (253)593-2233	DSHS CONTACT E-MAIL hildea@dshs.wa.gov
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COUNTY NAME Pacific County	COUNTY ADDRESS Pacific County Courthouse Annex Post Office Box 26 South Bend, WA 98586
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COUNTY CONTACT NAME Mary Goelz		
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL mgoelz@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
---	--------------

PROGRAM AGREEMENT START DATE 07/01/2015	PROGRAM AGREEMENT END DATE 06/30/2017	MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,950.00
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EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Data Security: Exhibit A – Data Security Requirements**
- Exhibits (specify):**
  - Children with Special Needs Exhibits B – Statement of Work and Exhibit C – Monthly Reporting
  - Onsite Family Violence Services Exhibit B – Statement of Work
  - Onsite Family Violence Services Exhibit C – Monthly Report plus Attachment 1: TANF Family Violence Service Plan (*Sample*)
- Other Exhibits (specify):**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Ramona Bushnell, Contracts Officer DSHS/ESA/Community Services Division	DATE SIGNED

## SPECIAL TERMS AND CONDITIONS

### 1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "CSD" means the DSHS, Economic Services Administration (ESA), Community Services Division (CSD).
- b. "Data" means any Personal Information, and/or other information accessed and gained while providing services in association with this Contract.
- c. "ESA" means the DSHS Economic Services Administration.
- d. "TANF" means Temporary Assistance for Needy Families.
- e. "WorkFirst Program" means Washington State's welfare reform program created to assist financially struggling families.

### 2. Purpose

The purpose of this Contract is as set forth in attached Exhibit(s).

### 3. Statement of Work

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit(s).

### 4. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract, shall be paid in accordance with the fees set forth in the attached Exhibit(s).

Total consideration payable for the contract period to the Contractor for satisfactory work performance including any and all expenses under this Contract is up to a maximum of \$1,950.

Unspent funds designated for any State Fiscal Year shall remain unspent and may not be carried forward into the following State Fiscal Year.

Consideration payable per State Fiscal Year:

State Fiscal Year 2016 (July 1, 2015 through June 30, 2016) = \$975

State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) = \$975

### 5. Billing and Payment

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the DSHS Contact Name on page one (1) of this Contract, and not more often than monthly. The invoices shall describe and

## **SPECIAL TERMS AND CONDITIONS**

document to DSHS' satisfaction a description of the work performed, activities accomplished, and fees.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

### **6. Child Abuse and Health and Safety Concerns**

In the delivery of services under this Contract, the health and safety of children and vulnerable adults shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child or vulnerable adult abuse to Child Protective Services at 1-866-END HARM.

### **7. Contractor Information**

The Contractor shall forward to the DSHS Contact person named on page 1 of this Contract (or successor) within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status and names of staff who are current state employees.

### **8. Contract Suspension**

DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this Contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

### **9. Data Sharing**

#### **a. Data Provisions:**

The Contractor or Contractor's staff may not release any information to any other agency or person without specific written consent. Unauthorized disclosure of information is a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is DSHS.

#### **b. Data Access:**

- (1) The Contractor shall limit access to the client data to authorized staff whose duties specifically require access to such data in the performance of their assigned duties. Prior to making eligible client data available, the Contractor shall notify all staff with access to data of the authorized use and disclosure requirements identified in section 13 – Confidentiality and Nondisclosure.
- (2) DSHS reserves the right to revoke, at any time, an individual's authorization to access information. DSHS shall send a written Notice Termination of Access, effective no later than

## SPECIAL TERMS AND CONDITIONS

date of receipt, to the effected individual. Such notice shall be made by certified mail.

### 10. Dispute Resolution

Either party may submit a request for resolution of a Contract dispute (rates set by law, regulation or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within 30 calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/Community Services Division  
Attention: Contracts Unit  
PO Box 45470  
Olympia, WA 98504-5470

### 11. Fraud Reporting

The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or online at <https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>.

### 12. Interpretation and Translation Services

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit of this Contract.

### 13. Client Referrals

DSHS, at its sole discretion, shall refer clients to the Contractor on an as-needed basis, and does not guarantee any clients shall be referred to the Contractor during the period of performance of this Contract. DSHS reserves the right to withdraw any client(s) referred to the Contractor.

## Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

    - (d) Keeping them in locked storage when not in use
    - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

**h. Data stored for backup purposes.**

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

**STATEMENT OF WORK  
CHILDREN WITH SPECIAL NEEDS EVALUATIONS**

**1. Definitions**

- a. "Case Staffing" means a meeting, facilitated by the WorkFirst Social Worker or Case Manager, which may include but is not limited to; the parent(s), Public Health Nurse, representatives of Developmental Disabilities, Children's Administration, child care provider, or others invited by the parent or DSHS staff.
- b. "Children with Special Needs" for purposes of this contract means, children age 0-18 (up through age 21 if enrolled in Special Education or the Division of Developmental Disabilities) having a medical, developmental, mental health, or behavioral issue that requires specialized care.
- c. "DSHS staff" means the WorkFirst Social Worker, WorkFirst Case Manager, WorkFirst Supervisor, or other Community Services Division staff acting on behalf of the WorkFirst staff authorizing the evaluation or re-evaluation.
- d. "Follow-Up Evaluation" All subsequent evaluations occurring within one (1) calendar year of the date of the initial evaluation regardless of program or fiscal year.

**2. Purpose**

The purpose of this contract is for the Contractor to assist DSHS staff in determining a parent's ability to participate in the WorkFirst program through an evaluation of a child's special needs.

**3. Contractor Obligations**

The Contractor shall:

- a. Contact the parent within five working days of receipt of a DSHS referral to arrange an appointment with the parent.
- b. Contact DSHS staff within one business day if the parent misses the prearranged appointment or refuses the evaluation.
- c. Assess the impact of a child's special needs using the Special Needs Evaluation and Engagement Recommendations form (DSHS 10-255). (Forms are available through the DSHS contact named on page one of this contract).
- d. Return the evaluation form (DSHS 10-255) within ten (10) business days of completing the evaluation.
- e. Attend DSHS case staffings as requested.
- f. Provide a one-time consultation with the parent and child care provider to determine

if child care is appropriate.

- g. Refer parents to community resources, such as Childcare Resource and Referral, HeadStart, and other resources.
- h. Conduct follow-up evaluations and return the evaluation form (DSHS 10-255) when requested and approved by DSHS staff.

#### **4. Reporting Requirements**

The Contractor shall:

- a. Return the completed evaluation form (DSHS 10-255) the DSHS staff making the referral within (10) business days of date of the evaluation;
- b. Submit a completed Monthly Report (Exhibit C) or attach a copy of the completed evaluations with each billing invoice.

When approved by DSHS staff, the contractor may also choose to use the eJAS system to provide additional documentation. EJAS documentation cannot be substituted for the DSHS 10-255.

#### **5. For EJAS Users Only:**

When the Contractor chooses to use the eJAS system to report client information, the contractor shall:

- a. Use the Contractor Caseload screen:
- b. Accept or reject each referral within three (3) business days of receipt.
- c. Enter the evaluation start and end dates on or within ten (10) business days following the evaluation end date.
- d. Notify DSHS staff within one (1) business day when the client has not been present for the pre-arranged evaluation appointment.
- e. Document findings within ten (10) business days of completing an evaluation or appraisal

**6. Compensation**

DSHS shall compensate the Contractor for the following:

- a. Payment Point #1: \$325 for each child for whom an evaluation was completed and returned to DSHS staff.
- b. Payment Point #2: \$225 for each child whom a DSHS authorized, follow-up evaluation was completed and returned to DSHS staff.

**Note:** Payment points include consultation with DSHS staff, the parent, and/or child care provider when requested and DSHS staff.





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:**  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item#: 15

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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 5/19/15
NARRATIVE OF REQUEST Request the Board review and approve the Health Director to sign the Contract with Peace Health Southwest Medical Center to provide services for the Breast, Cervical and Colon Cancer Health Program. This program provides funding to serve uninsured and under-insured men and women who are ages 40-64 years of age. The purpose of the program is for early detection of breast, cervical and colon cancer. The Health department has provided this program for many years.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Contract Agreement with PeaceHealth Southwest Medical Center to provide services for Breast, Cervical and Colon Cancer Health Program	

**CONTRACT AGREEMENT  
BY AND BETWEEN  
PEACEHEALTH SOUTHWEST WASHINGTON MEDICAL CENTER  
AND PROVIDER/SUBCONTRACTOR**

<b>PROVIDER NAME</b> Pacific County Department Long Beach and South Bend	<b>MAILING ADDRESS</b> 7013 Sandridge Road Longbeach, WA 98631
<b>BUSINESS TELEPHONE NUMBER:</b> 360.642.9349	<b>FAX NUMBER:</b> 360.642.9352
<b>FEDERAL ID NUMBER</b>	<b>UBI NUMBER</b>

PeaceHealth Southwest Washington Medical Center, an operating division of PeaceHealth ("PHSW") is a Prime Contractor ("Contractor") for the Breast, Cervical, and Colon Health Program ("BCCHP") pursuant to a contract awarded by the State of Washington Department of Health No. N19519 ("Master Contract"). This subcontract is made under the condition that PHSW is awarded Breast, Cervical and Colon Health Program ("Program") Prime Contractor status from the State of Washington, Department of Health ("DOH"), and that DOH receives funds from the State of Washington and Centers for Disease Control ("CDC"). PHSW and the above named subcontractor ("Provider"), in consideration of the mutual promises hereafter expressed in this Provider Agreement, and intending to be legally bound, agree as follows:

The purpose of this Program is to establish a comprehensive, public health approach to reduce breast cervical and colon cancer morbidity and mortality through screening, tracking, follow-up and case management, public education, professional education, quality assurance, surveillance, evaluation, and coalition development.

1. Provider shall participate as a service provider in the Breast, Cervical and Colon Health Program for individuals who meet the following criteria:
  - 1.1. Woman aged 40 to 64 for the Breast and Cervical Program; or
  - 1.2. Woman and men aged 50 to 64 for the Colon Health Program, and
  - 1.3. Income at or below 250% of the Federal Poverty Level, and
  - 1.4. Not on Medicaid or Medicare; or, do not have private insurance (unless insurance coverage has a large deductible). Women and men with Medicaid or Medicare are considered fully insured.
2. Provider shall provide breast, cervical and colon cancer screenings and diagnostic services where applicable to eligible men and women in accordance with Program guidelines within the Breast, Cervical and Colon Program.
3. If cytological services including FOBT/FIT testing are done on the Provider premises, then it must meet requirements of a qualified laboratory, by meeting the standards and regulations for implementing the Clinical Laboratory Improvement Act ("CLIA"). An assurance that

current copies of Washington State Department of Health Laboratory licenses are available upon request to PHSW is incorporated as a part of this Agreement.

4. Provider must provide services in compliance with applicable standards of relevant professional societies, applicable local, state, and federal laws and regulations and shall maintain current licensure, certifications, and accreditation, as applicable. Documentation shall be made available upon request. Provider staff providing services shall maintain, on an unrestricted basis, current licenses and/or certification and Provider shall make copies available upon request.
5. The Provider shall submit to PHSW all BCCHP required forms. The Provider will provide BCCHP/PHSW a fully completed Women's Health Examination and Screening Service form, Radiology Breast Evaluation Reporting Form and the Client Consent form. As applicable, Provider shall also provide BCCHP/PHSW the completed Diagnostic Follow-up Form (breast, cervical and colon) with final diagnosis or disposition of abnormal or suspicious findings within sixty (60) days of the date of the initial abnormal findings. Documentation of services performed and resulting outcomes on a client shall be placed in the client's permanent medical records that are maintained by the Provider.
  - 5.1. Obtain written informed consent from clients prior to the provision of clinical services and submit this form to PHSW prior to PHSW payments to the Provider.
  - 5.2. Inform the client of any services being provided that are not eligible for coverage by BCCHP, the provider should discuss cost and get consent prior to services and document this information in the client's chart.
6. Provider shall keep strictly confidential all information concerning the identity of the BCCHP client ("Confidential Information") and comply with all applicable provisions of the state and federal law regarding confidentiality of information about individuals receiving screening services, subject to chapter 42.14 RCW and Chapter 70.02 RCW as well as including the Health Insurance Portability and Accountability Act of 1996, which may be amended from time to time. The obligations set forth in this clause shall survive completion, cancellation, expiration or termination of this Agreement. Upon a breach or suspected breach of confidentiality, the Provider shall immediately notify PHSW. For the purposes of this Agreement, "immediately" shall mean within two (2) calendar days. The Provider will take steps to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Provider agrees to indemnify and hold harmless PHSW for any damages related to unauthorized use or disclosure by the Provider, its officers, directors, employees or agents. Any breach of this clause may result in termination of this Agreement and the demand for return of all information. The Provider will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express written consent of the Secretary of Health, or as required by law.
7. Provider shall establish patient tracking systems to ensure timely and appropriate referral and follow-up of men and women with abnormal or suspicious breast, cervical and colon cancer testings.
8. Provider agrees that BCCHP clients who have abnormal findings shall be immediately referred for case management to PHSW BCCHP. Further diagnostic services performed

shall be by consultation and shared approval with the PHSW BCCHP program case-manager.

9. Breast, Cervical, and Colon examinations and follow-up where required in conformance with the BCCHP program standards and CDC policies and procedures shall be performed in accordance with the guidelines established by BCCHP and the CDC.
10. Provider shall comply with CDC and DOH performance indicators which include; within 60 days from the date of abnormal test results to complete documented diagnostic work-up, and within sixty (60) days from date of documented diagnosis to commence treatment for breast, cervical, and colon cancer.
11. Provider shall report client services results to PHSW **within ten (10) business days after the date of service**. Findings shall include all pertinent information required on the BCCHP forms.
12. Provider shall maintain, at all times during the term of this Provider Agreement, medical professional liability insurance for Provider and each individual providing services for Provider under this Agreement with liability limits of not less than One Million Dollars (\$1,000,000) per claim and not less than Three Million Dollars (\$3,000,000) annual aggregate. Provider shall provide PHSW BCCHP with current certifications evidencing the coverage required by this section and providing for not less than thirty (30) days' notice to PHSW BCCHP of the cancellation of such insurance. Receipt by PHSW BCCHP of any certificate showing less coverage than required is not a waiver of the Provider's obligations to fulfill the requirement set forth herein. If the liability insurance procured pursuant to this Section is on a "claim made" rather than "occurrence" basis, in the event Provider fails to maintain continuous coverage in the amount specified after expiration or termination of this Agreement, Provider shall obtain extended reporting insurance coverage ("tail coverage") for all claims relating to services provided under the terms of this Agreement. All coverage under this Section shall be with an insurance company authorized to do business within the state of Washington.
13. **Provider agrees to submit all reimbursement forms to PHSW - ATTENTION: Breast Cervical Colon Health Program, PO Box 1600, Vancouver, WA 98668, no later than thirty (30) days from the date of service to the Client.**
  - 13.1. Services provided to women who do not meet age guidelines, are over income eligibility, and are a Medicaid or Medicare Part B recipient, who are fully insured, or are for services not in accordance with BCCHP Guidelines, will not be reimbursed.
  - 13.2. BCCHP is the payor of last resort. Provider agrees to file insurance, Medicare, and other third-party claims. Provider agrees to accept rates listed in the Breast Cervical and Colon Health Program Fee Schedule as payment in full. If the third-party payment is greater than or equal to the maximum allowable cost described in the BCCHP CPT Fee Schedule, the Provider should not bill PHSW BCCHP or the client for services.
  - 13.3. The Provider may not bill the client for services not covered by the fee schedule unless they have written agreement from the client in advance.
  - 13.4. PHSW BCCHP agrees to reimburse the Provider for valid services rendered hereunder in accordance with state and federal rules governing the BCCHP and in accord with the Master Contract.

14. Provider shall refund PHSW any duplicate payment, overpayment, payment for services reimbursed by another third party payer, or other incorrect payment within thirty (30) days of receipt of written notification of the incorrect payment, whichever is sooner.
15. Provider shall keep on file Program client files and books, records, documents and evidence of accounting procedures and practices that sufficiently and properly reflect all costs expended in the performance of this Provider Agreement for at least eight (8) years. These records shall be subject at all reasonable times to inspection, review, or audit by personnel authorized by PHSW, the Office of the State Auditor, and state and federal officials so authorized by law, rule, or regulation.
16. The Provider shall bill PHSW BCCHP within ten (10) days of service completed to individual BCCHP clients whom Provider provides services under the BCCHP program. If Provider has not received payment for services from PHSW BCCHP within forty-five (45) days after the applicable reimbursement form was sent to BCCHP billing specialist, Provider may submit a duplicate bill to the program coordinator. **If resubmitted, the duplicate bill must have a notation in the lower left hand corner of the applicable form, in red ink, "Breast Cervical and Colon Health Program Duplicate Bill."** If the program coordinator receives this duplicate bill more than ninety (90) days after services were provided, it will not be reimbursed.
17. Either party may, by giving sixty (60) days advance written notice, beginning on the second day after the mailing, terminate this Provider Agreement.
18. PHSW BCCHP and Provider shall comply with all federal and state nondiscrimination laws, regulations, and policies and further agree that in the performance of this Agreement, there will be no discrimination against any person because of race, color, sex, sexual orientation, religion, national origin, age, handicap (except that services are to be provided solely to BCHP Clients) or any other factor specified in the Civil Rights Act of 1964, as amended, in Section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. This includes, but is not limited to, providing interpreters and/or translation services for clients in need of these services.
19. Provider must comply with the American With Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
20. To the fullest extent permitted by law, each party to this Provider Agreement shall indemnify, defend, protect, and hold harmless the other party from and against all claims, suits, action, damages and expenses (including reasonable attorney's fees) arising out of or resulting from the acts or omissions of such party. Each party's liability for indemnity hereunder extends only to the extent of such party's own negligence in the case of any concurrent negligence by the party or parties indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Section. This indemnity provision is not limited to, but specifically applies to, any situation in which a party is sought to be held vicariously liable for the acts or omissions of its owners, employees or agents, or anyone for whose acts or omissions they may be liable.
21. The parties intend that an independent contractor relationship will be created by this Provider Agreement. Provider and Provider's employees or agents performing under this Provider Agreement are not employees or agents of PHSW. Provider shall not hold himself/herself out as nor claim to be an employee of PHSW by reason hereof, nor will Provider make any claim or right, privilege or benefit which would accrue to such employee

under law. Conduct and control of the work will be solely with the Provider. Provider shall be responsible for payment of all taxes with respect to the compensation paid to Provider under this Provider Agreement. This includes, without limitation, federal income tax, self-employment tax (FICA and FUTA) and state business and occupation tax.

22. Provider agrees to comply with the BCCHP Guidelines for PHSW services attached hereto as **Attachment A** and incorporated herein by reference. If Provider is providing mammography screenings, Provider shall comply with the terms, requirements and conditions specified in the Guidelines for Mammography Screenings attached hereto as **Attachment B** and incorporated herein by reference. If Provider is providing cytological screenings, Provider shall comply with the terms, requirements and conditions specified in the Guidelines for Cytological Screenings attached hereto as **Attachment A** and incorporated herein by reference. In addition, Provider shall comply with the policies and rules established in the BCCHP Subcontractor Guidelines.
23. Provider may not assign this Agreement without the prior written consent of PHSW.
24. Provider, by signature to this Agreement, certifies that Provider and its staff are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.
25. This Agreement shall be governed by the laws of the state of Washington and applicable federal laws and regulations.

## **26. TERM OF AGREEMENT AND TERMINATION**

This Provider Agreement will become effective as of the date of the last party to sign bellow and may continue month to month thereafter. This Provider Agreement will automatically terminate if PHSW is no longer a Prime Contractor for the Breast Cervical and Colon Health Program. In the event PHSW determines that Provider has failed to comply with the conditions of this Provider Agreement in a timely manner, PHSW has the right to suspend or terminate the Provider Agreement. Further PeaceHealth may terminate this Agreement for default, in whole or in part, if PHSW has a reasonable basis to believe that Provider has: a) failed to meet or maintain any requirement for contracting with PHSW; b) failed to ensure the health or safety of any client for whom services are being provided under this Provider Agreement; c) failed to perform under, or otherwise breached, any term or condition of this Provider Agreement; and/or c) violated any applicable law or regulation. Before suspending or terminating the Provider Agreement, PHSW shall notify the Provider in writing of the need to take corrective action. If corrective action is not taken within fourteen (14) days, the Agreement may be terminated or suspended. In addition, either PHSW or Provider may terminate this agreement according to Section 19 above. The Provider Agreement and its attachments contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Provider Agreement shall exist or bind any of the parties herein.

27. This Provider Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

28. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm transmitted signatures by signing an original document.

PeaceHealth and the Provider agree to abide by and fully comply with the provisions set forth herein.

IN WITNESS WHEREOF, the Provider's authorized representative has signed this Agreement.

**PROVIDER:**

By: \_\_\_\_\_

\_\_\_\_\_ **Date**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PEACEHEALTH SOUTHWEST MEDICAL CENTER**

By: Brenda Rinehart  
Brenda Rinehart, Director  
Breast Cervical and Colon Health Program

6/15/14  
**Date**

**ATTACHMENT A  
BREAST, CERVICAL AND COLON HEALTH PROGRAM  
GUIDELINES FOR CLINICAL SERVICES**

- 1) Provide comprehensive public health services to reduce breast, cervical and colorectal cancer morbidity and mortality through screening, tracking, and follow-up.
- 2) Submit to PHSW completed Health Examination and Reimbursement Form(s) within 10 days of the date of service. Where appropriate, a completed Breast, Cervical and/or Colorectal Diagnostic and Reimbursement Form(s) will be submitted with final diagnosis or disposition of abnormal or suspicious breast or cervical cancer within ten (10) days of the date of the abnormal finding as further detailed in Sections 5 and 6 of the Provider Agreement.
- 3) A report of the results of services performed through this program must be placed in the client's permanent medical records maintained by the Provider.
- 4) Clinical providers performing breast, cervical and colon cancer screening examinations must establish patient tracking systems to ensure timely and appropriate referral and follow-up of clients with abnormal or suspicious breast, cervical or colon cancer test results as described in Sections 7, 8 and 9 of the Provider Agreement.
- 5) Informed consent shall be obtained from clients prior to the provision of clinical services pursuant to Section 5 of the Provider Agreement.
- 6) Health care professionals providing services to women and men under the PHSW BCCHP Provider Agreement must maintain current licensure and/or certification in accordance with Section 4 of the Provider Agreement.
- 7) Health care professionals providing services under this contract shall maintain liability insurance and may be required to provide proof of coverage to the PHSW BCCHP pursuant to Section 12 of the Provider Agreement
- 8) Breast, cervical and colorectal cancer screening examinations and diagnostics will be performed in accordance with guidelines established by the Washington State Department of Health, Breast, Cervical and Colon Health Program and the Centers for Disease Control and Prevention.
- 9) Authorized and allowable screening costs (Attachment B) must be submitted to PHSW within ten (10) days following the date in which services were rendered, as described in Section 17 of the Provider Agreement.
  - a) Completed BCCHP Health Examination and Reimbursement Forms, and Radiology – Breast Evaluation and Reimbursement Form(s) must be submitted to PHSW BCCHP pursuant to Section 5 of the Provider Agreement, including:
    - (1) Client enrollment information;
    - (2) All applicable sections of the Health Examination and Reimbursement Forms filled out accurately;
    - (3) All screening services and results;
    - (4) Diagnostic Follow-up when indicated; and
    - (5) Final diagnoses and recommendations, as appropriate.
- 10) Services rendered under the Provider Agreement do not include:
  - a) Inpatient services (hospitalization), or
  - b) Treatment services.

11) Inform the PHSW BCCHP Program when there is a change in Provider information, such as:

- a) Mailing address;
- b) Billing address;
- c) Contact person with phone number and email address;
- d) Type of service authorized to provide;
- e) Any certification expiration dates for authorization to provide specific services; or
- f) Professional staff providing services.

12) Provide comprehensive public health services to reduce breast and cervical cancer morbidity and mortality through screening, tracking, and follow-up.

13) All cytological screening is required to be done on the premises of a qualified laboratory, which meet the standards and regulations for implementing the Clinical Laboratory Improvement Act (CLIA) as described in Section 3 of the Provider Agreement.

14) Breast, cervical and colon cancer screening examinations will be performed in accordance with guidelines established by the Washington State Department of Health, Washington Breast and Cervical Health Program and the Centers for Disease Control and Prevention.

15) A report of the results of cervical and/or colorectal cancer screening performed on a client through the BCCHP Program shall be supplied to the referring provider and will be placed in the client permanent medical records that are maintained by the referring provider. The Provider shall report the results of cervical cancer screening using the Bethesda Report System.

16) Authorized and allowable cytological screening costs (Schedule AB) must be submitted to PHSW within ten (10) days following the date in which services were rendered as described in Section 16 of the Provider Agreement.

17) Health care professionals providing services to women and men under this contract shall maintain liability insurance and may be required to provide proof of liability to PHSW pursuant to Section 12 of the Provider Agreement.

18) Services billed under this Agreement may not include:

- a) Inpatient services (hospitalization), or
- b) Treatment services.

**ATTACHMENT B  
BREAST, CERVICAL AND COLON HEALTH PROGRAM  
GUIDELINES FOR MAMMOGRAPHY SCREENINGS**

- 1) Provide comprehensive public health services to reduce breast and cervical cancer morbidity and mortality through screening, tracking, and follow-up.
- 2) Mammography screening must be done by a facility that maintains compliance with the Mammography Quality Standards Act and Washington State Certification requirements; and, must be accredited by the American College of Radiology and the Food and Drug Administration. Copies of current licenses and/or certificates will be provided to PHSW BCCHP upon request pursuant to Section 4 of the Provider Agreement.
- 3) Health care professionals providing services to women under this contract shall maintain liability insurance and may be required to provide proof of liability to PHSW pursuant to Section 12 of the Provider Agreement.
- 4) A report of the results of services performed on a woman through this program must be placed in her permanent medical records maintained by the Provider. The Provider shall send results of the procedures and one copy of the completed Radiology – breast Evaluation and Reimbursement Form, for each woman served through the BCCHP using the ACR Lexicon. Results of the procedures shall be placed in the client permanent medical records that are maintained by the referring provider.
- 5) Breast and cervical screening examinations will be performed in accordance with guidelines established by the Washington State Department of Health, Breast, Cervical and Colon Health Program and the Centers for Disease Control and Prevention.
- 6) If mobile mammography is provided, the Provider shall assure the following standards are met:
  - a) Processors used on-site meet quality assurance control limits as required in WAC 246-225-1 60(5)(a)(I-iv);
  - b) Batch processing takes place within twelve (12) hours of the mammography service.
- 7) Authorized and allowable screening costs (Schedule A) must be submitted to PHSW within ten (10) days following the date in which services were rendered, as described in Section 17 of the Provider Agreement.
  - a) Completed WBCHP Women’s Health Examination and Reimbursement Forms and Radiology – Breast Evaluation and Reimbursement Forms must be submitted to Citrine Health. This includes:
    - i) Client enrollment information;
    - ii) All applicable sections of the WBCHP Women’s Health Examination and Reimbursement Form and Radiology – Breast Evaluation and Reimbursement Form filled out accurately;
    - iii) All screening services and results;
    - iv) Diagnostic/treatment work-ups when indicated; and
    - v) Final diagnoses and recommendations, as appropriate.
- 8) Services billed under this Agreement may not include:
  - a) Inpatient services (hospitalization), or
  - b) Treatment services.
- 9) Inform the BCCHP Program when there is a change in Provider information, such as:
  - a) Mailing address;
  - b) Billing address;
  - c) Contact person with phone number and email address;
  - d) Type of service authorized to provide;
  - e) Any certification expiration dates for authorization to provide specific services; or
  - f) Professional staff providing mammography services.

## INCOME ELIGIBILITY TABLES

Effective July 1, 2014 – January 31, 2015

These tables determine income eligibility for the Breast, Cervical and Colon Health Program based on Federal Poverty Level (FPL):

Gross Yearly Income		
Family Size	250% FPL	300% FPL
1	\$ 29,175	\$ 35,010
2	\$ 39,325	\$ 47,190
3	\$ 49,475	\$ 59,370
4	\$ 59,625	\$ 71,550
5	\$ 69,775	\$ 83,730
6	\$ 79,925	\$ 95,910
7	\$ 90,075	\$ 108,090
8	\$ 100,225	\$ 120,270
8+ Add per each additional member	\$ 10,150	\$ 12,180

Gross Monthly Income		
Family Size	250% FPL	300% FPL
1	\$ 2,431	\$ 2,918
2	\$ 3,277	\$ 3,933
3	\$ 4,123	\$ 4,948
4	\$ 4,969	\$ 5,963
5	\$ 5,815	\$ 6,978
6	\$ 6,660	\$ 7,993
7	\$ 7,506	\$ 9,008
8	\$ 8,352	\$ 10,023
8+ Add per each additional member	\$ 846	\$ 1,015

## BCCHP Eligibility Criteria Effective January 1, 2014

### Insurance status must be:

- Uninsured or Underinsured – See definition on other side
- All clients must apply for and be denied coverage through Apple Health to be eligible for BCCHP

### Breast Health Services for Women

Age	Presentation	Income	Services Covered
40-64	Well woman Breast cancer symptoms Breast cancer findings	≤ 250% FPL 251% - 300% FPL – available in most counties	Breast cancer screening & diagnostics
18-34	Breast cancer findings (i.e. suspicious CBE)	≤ 300% FPL available in most counties	Follow-up CBE Breast cancer diagnostics
35-39	Breast cancer symptoms	≤ 250% FPL 251% - 300% FPL – available in most counties	CBE Breast cancer diagnostics
65+	Well woman Breast cancer symptoms Breast cancer findings	≤250% FPL Not eligible for Medicare	Breast cancer screening & diagnostics

### Cervical Health Services for Women

Age	Presentation	Income	Services Covered
40-64	Well woman Cervical cancer symptoms Cervical cancer findings	≤ 250% FPL	Cervical cancer screening & diagnostics
35-39	Breast cancer symptoms	≤250% FPL	Cervical cancer screening & diagnostics
65+	History cervical cancer findings or risk factors	≤250% FPL Not eligible for Medicare	Cervical cancer screening & diagnostics

### Colon Health Services for Men and Women

Age	Presentation	Income	Services Covered
50-64	Asymptomatic & • Average Risk • Increased Risk	≤250% FPL	Colon cancer screening or surveillance & diagnostics
18-49	Asymptomatic & Increased Risk due to personal or family history	≤250% FPL	Colon cancer screening & diagnostics
65-75	Asymptomatic & • Average Risk • Increased Risk	≤250% FPL Not eligible for Medicare	Colon cancer screening & diagnostics

- \* See BCCHP clinical algorithms and guidelines for guidance on specific clinical situations, more detailed clinical eligibility criteria, and definitions of colorectal cancer risk.
- \* Check with your regional Prime Contractor for specific enrollment policies in your county.
- \* Screening includes an office visit with appropriate screening tests (CBE, Pap alone, Pap/HPV co-test, mammogram, FIT or FOBT).

## BCCHP Eligibility Criteria Effective January 1, 2014

### To be eligible for BCCHP all of the following must be in place:

- A client is not eligible for Medicaid – Apple Health
  - All clients must apply for Apple Health prior to determining eligibility for BCCHP
  - Documentation of denial of Apple Health must be provided to qualify for BCCHP
  - If a client is eligible for Medicaid and refuses coverage, they are not eligible for BCCHP
- A client is **uninsured** or **underinsured** (see definitions below)
- Age, income, and risk status criteria are met (see other side)

### A client is uninsured when:

- They do **not** have health insurance through one of the following:
  - Medicaid (Apple Health)
  - Medicare
  - Group health plan (through an employer or other organization)
  - Individual health plan
  - Government health plan:
    - Armed Forces
    - Federal
    - State
    - Municipal or county
    - State high risk pool

### A client is underinsured when one or more of the following is true:

- They have insurance that does **not** cover breast, cervical or colon cancer screening
- They have insurance that does **not** cover breast or cervical diagnostic testing
- They have coverage or insurance that is not comprehensive and may not cover all services.  
Examples include:
  - Indian Health Services or tribal organizations
  - Medicare Part A only (does not have Medicare Part B)
  - Veterans Administration
  - Catastrophic plans
  - Plans with a preexisting condition exclusion
  - Waiting period before coverage is effective
  - Has reached yearly or lifetime limit on benefits for breast or cervical diagnostic testing
  - Plan with a limited scope of coverage (i.e. drug, dental, vision, or long term care only)
- They have insurance with unaffordable out-of-pocket expenses (deductible, co-pays and/or co-insurance)
  - Cannot afford the out-of-pocket expenses (based on client report)

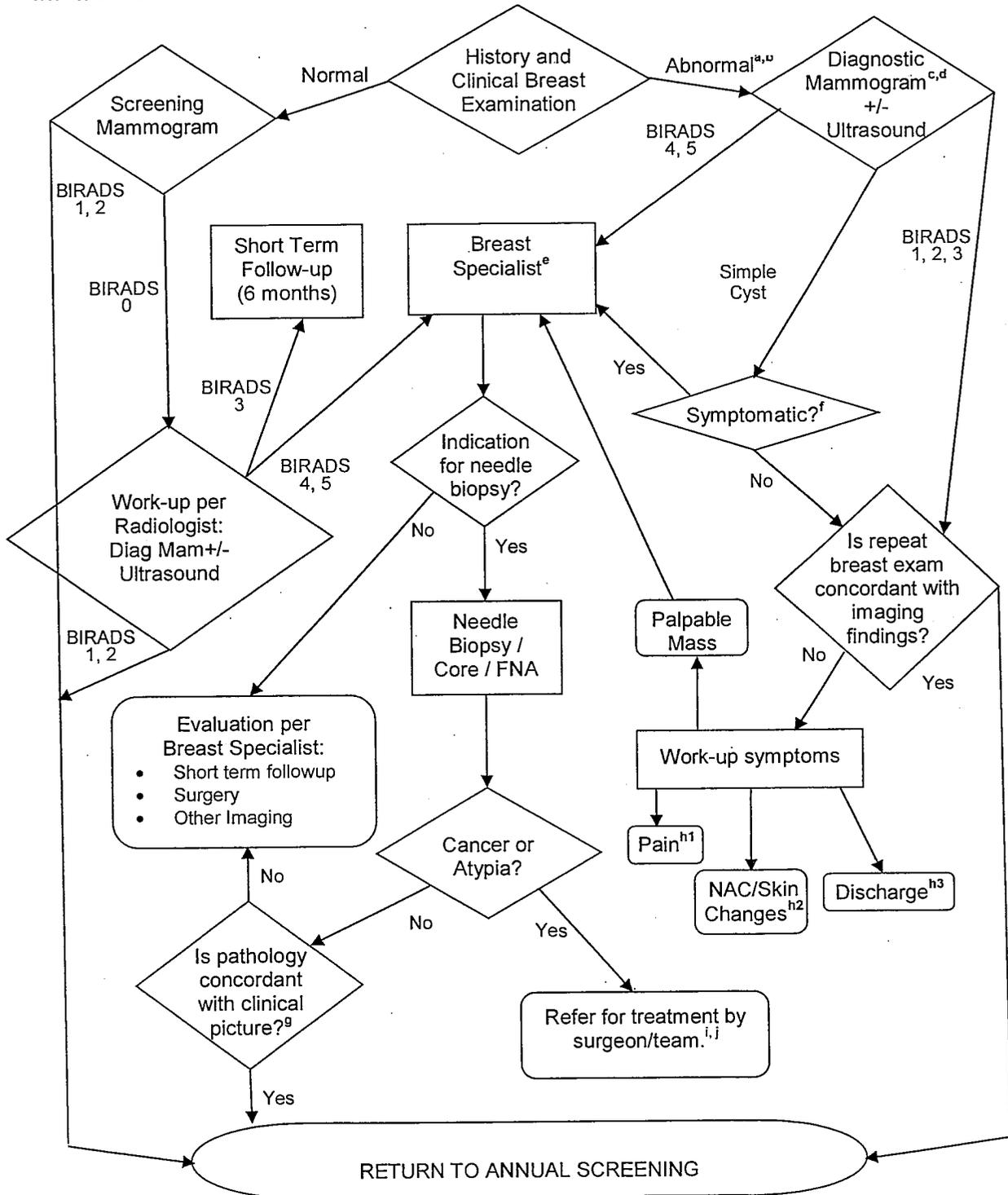
## BCCHP Eligibility Criteria & Funding Sources<sup>1</sup>

BREAST CANCER <sup>3</sup>	
<p><b>Federal Funds</b></p> <p><b>State Funds</b></p> <p><b>Susan G Komen for the Cure® Funds</b></p>	<ul style="list-style-type: none"> <li>• Women 35-39 years with breast symptoms for diagnostic services only</li> <li>• <b>Women ages 40-64 years</b></li> <li>• Women ages 65+ years and not eligible for Medicare</li> <li>• ≤ 250% Federal Poverty Level</li> <li>• Uninsured or underinsured<sup>2</sup></li> </ul>
<p><b>Susan B. Komen for the Cure® Funds (Komen only)</b></p>	<ul style="list-style-type: none"> <li>• Women ages 18-34 years with breast cancer symptoms for diagnostic services only</li> <li>• Men 18+ years with breast cancer symptoms for diagnostic services only</li> <li>• ≤300% Federal Poverty Level and Uninsured or underinsured<sup>2</sup></li> </ul> <hr/> <ul style="list-style-type: none"> <li>• Women ages 35-64 years with or without breast cancer symptoms</li> <li>• 250 - 300% Federal Poverty Level</li> <li>• Uninsured or underinsured<sup>2</sup></li> </ul>
CERVICAL CANCER <sup>3</sup>	
<p><b>Federal Funds</b></p> <p><b>State Funds</b></p>	<ul style="list-style-type: none"> <li>• Women ages 35-39 years <b>IF</b> being evaluated for breast cancer symptoms</li> <li>• <b>Women ages 40-64 years</b></li> <li>• Women ages 65+ years and not eligible for Medicare</li> <li>• ≤ 250% Federal Poverty Level</li> <li>• Uninsured or underinsured<sup>2</sup></li> </ul>
COLORECTAL CANCER <sup>4</sup>	
<p><b>Federal Funds</b></p>	<ul style="list-style-type: none"> <li>• <b>Individuals ages 50-64 years who are average or increased risk without symptoms</b></li> <li>• Individuals ages 65-75 years and not eligible for Medicare who are average or increased risk without symptoms</li> <li>• Individuals ages 18-49 years with increased risk for colorectal cancer due to personal or family history</li> <li>• ≤ 250% Federal Poverty Level</li> <li>• Uninsured or underinsured<sup>2</sup></li> </ul>

1. There is no requirement for U.S. citizenship or Legal Permanent Status to be eligible for these programs.
2. Underinsured = having insurance that does not cover the procedures, only partially covers the procedures, or inability to meet the deductible and other out-of-pocket expenses.
3. See BCCHP Breast Care Algorithm, BCCHP Cervical Screening Algorithm and BCCHP Cervical Care Algorithm for clinical screening and follow-up guidelines.
4. See BCCHP Colorectal Cancer Screening and Care Algorithms and Guidelines for specific definitions of risk, clinical eligibility criteria and preferred screening methods.

### BCCHP BREAST CARE ALGORITHM

This algorithm does not replace clinical judgment in particular cases. There may be exceptions which should be discussed with BCCHP staff.



## BCCHP BREAST CARE ALGORITHM NOTES

- a) If mass appears to be a simple cyst, one may perform an aspiration initially to obviate lengthy workup and expedite treatment. However, imaging is more accurate in undisturbed breast tissue. Delay the mammogram for about two weeks for needle tracks to resolve.
- b) Abnormal may include mass, discharge, pain, and skin or nipple changes. (See "h" below.)
- c) Diagnostic mammogram within two months does not need to be repeated. One may use a two month old mammogram for a current evaluation.
- d) Ultrasound may be the initial imaging method for women under 30 years old.
- e) Here, breast specialist means an experienced clinician able to dependably obtain a valid tissue diagnosis. This includes radiologists, surgeons, and adequately trained primary care providers.
- f) Non-painful simple cysts confirmed by ultrasound and mammography need not be aspirated. (See "h" - breast pain below.)
- g) Concordant means lesion found by imaging satisfactorily explains clinical symptoms or signs and pathology.
- h) Workup of varied breast symptoms:
  - h1. Breast Pain:
    - All women with symptomatic breast pain should be initially evaluated using the breast algorithm. Ultrasound may identify a simple cyst.
    - Women with cyclic pain should be evaluated for hormone irregularities or medications influencing hormonal balance. **BCCHP does not cover laboratory testing or treatment in this case.**
    - Women with non-cyclic pain may be referred to a breast specialist if no hormonal cause can be found.
  - h2. Skin Changes involving nipple-areolar complex (NAC) or other sites on the breast:
    - All women with symptomatic skin changes should be initially evaluated using the breast algorithm.
    - Unilateral skin changes may be treated with either a short course of antibiotics or topical steroid creams. **BCCHP does not cover this type of therapy.** If signs or symptoms do not resolve, refer to a breast specialist.
  - h3. Discharge:
    - All women with symptomatic discharge should be initially evaluated using the breast algorithm.
    - If bloody or heme-occult positive, refer to breast specialist.
    - If non-bloody discharge is spontaneous and persists over two months, refer to breast specialist.
    - Persistent spontaneous unilateral nipple discharge can be worked up by the addition of a ductogram in addition to the usual imaging workup.
    - If bilateral discharge consider hormonal, medication, non-prescription supplement, or physiologic causes.
- i) Treatment of breast atypia (ADH, ALH, FEA, radial scar, and intraductal papilloma) is covered by the Breast and Cervical Cancer Treatment Program (BCCTP) **only** for U.S. citizens and lawful permanent residents (LPRs) in the U.S. for 5 years or more. For other clients, contact the BCCHP Prime Contractor to discuss coverage.
- j) BCCHP does not cover treatment of breast cancer. Treatment of breast cancer is covered by the BCCTP for all women diagnosed through the BCCHP. See the BCCTP Policy and Procedure.

## **BCCHP Breast Care Algorithm Notes**

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### **BIRADS Categories:**

- BIRADS 0 = assessment incomplete, need additional imaging evaluation and/or prior mammograms for comparison.
- BIRADS 1 = negative
- BIRADS 2 = benign
- BIRADS 3 = probably benign, initial short-interval follow-up suggested
- BIRADS 4 = suspicious abnormality, biopsy should be considered
  - 4A = low suspicion for malignancy
  - 4B = intermediate suspicion of malignancy
  - 4C = moderate concern, malignancy expected
- BIRADS 5 = highly suggestive of malignancy, appropriate action should be taken
- BIRADS 6 = biopsy proven malignancy, take appropriate action



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

REQUESTED MEETING DATE:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 16

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: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 5/19/15
NARRATIVE OF REQUEST Request the Board accept the resignation of Cory McKeown, Public Health Nurse, effective June 30, 2015 and approve the advertisement for a new Public Health Hire at a Grade 13, Step to be determined by experience, Full time FTE. Cory is currently a 0.7 FTE but we will have additional duties to allow us to advertise and hire a 1.0 FTE.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Acknowledge resignation of Public Health Nurse Cory McKeown and approve request to advertise for vacant position	



REQUESTED MEETING DATE:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 17

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:**

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| <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. RECEIVED<br>PACIFIC COUNTY |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other                               |

MAY 13 2015

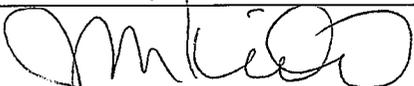
### AGENDA ITEM REQUEST

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

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

DEPARTMENT/OFFICE: Auditor DIVISION (if applicable): Long Beach DOL

OFFICIAL NAME & TITLE: Joyce Kidd PHONE / EXT: 875-9313

SIGNATURE:  DATE: 5-13-15

NARRATIVE OF REQUEST  
 Request a resolution to increase the change fund to two hundred fifty dollars (\$250) for the Long Beach Department of Licensing office.

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

Adopt Resolution No. 2015-022 increasing the Auditor's Long Beach Office change fund to \$250

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015-022

A RESOLUTION INCREASING THE LONG BEACH AUDITOR'S OFFICE  
CHANGE FUND TO TWO HUNDRED FIFTY DOLLARS

WHEREAS, the Licensing Department of the County Auditor is funded through Current Expense Fund 001; and,

WHEREAS, there is a need to increase the change fund to two hundred fifty dollars (\$250); and

BE IT HEREBY RESOLVED by the Board of Pacific County Commissioners, County of Pacific, State of Washington, that the Pacific County Treasurer be authorized to write a Treasurer's Check from Current Expense Fund 001 in the amount of \$100 to increase the change fund for the Licensing Department of the County Auditor's Long Beach Office.

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 on the 26<sup>th</sup> day of May, 2015.

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chairperson

ATTEST:

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

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

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



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

REQUESTED MEETING DATE:  
05/26/15

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #:	<u>18</u>
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO:	_____		<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required		
<input type="checkbox"/> 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: 4/28/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the hire of Suzanne Carbaugh to fill vacant Administrative Assistant II with WSU Extension, effective 5/13/2015, Grade 9 Step 1 at 0.45FTE, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

05/12/15

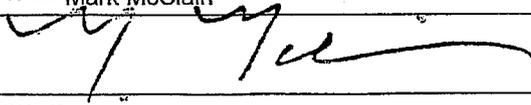
### AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item#: <u>19</u>	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<b>Workshop held 5/20/2015</b>		Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input checked="" type="checkbox"/> DEFERRED TO: <u>5/26/2015</u>		<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
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			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Prosecutor's Office</u>	DIVISION (if applicable): _____
OFFICIAL NAME & TITLE: <u>Mark McClain</u>	PHONE / EXT: <u>2264</u>
SIGNATURE: 	DATE: <u>5/6/15</u>
NARRATIVE OF REQUEST Requesting \$3,000 for a computer(\$2,500), desk(\$500) and other minor office equipment for the new Deputy Prosecutor Position.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve purchase of laptop computer in an amount not to exceed \$_____, subject to adequate budget appropriations	

**PACIFIC COUNTY - INVENTORY ACQUISITION FORM**

**ATTACHMENT #3**

DEPARTMENT/OFFICE: PROSECUTOR LOCATION: \_\_\_\_\_  
EQUIPMENT DESCRIPTION: COMPUTER & DESK  
MODEL NUMBER: \_\_\_\_\_ SERIAL NUMBER: \_\_\_\_\_

IS THIS REQUEST TO LEASE EQUIPMENT?  YES  NO  
IF YES, ATTACH LEASE FOR APPROVAL PRIOR TO OBTAINING EQUIPMENT.

VENDOR NAME: RELIABLE & DELL  
QUANTITY (list prices for each item below): \_\_\_\_\_ PRICE INCLUDES S&H AND SALES TAX?  YES  NO  
ITEM #1 \$541.00 ITEM #2 \$2,537 ITEM #3 \_\_\_\_\_ ITEM #4 \_\_\_\_\_ ITEM #5 \_\_\_\_\_  
PURCHASED WITH FEDERAL GRANT MONEY?  YES  NO  
GRANT NAME AND/OR #: \_\_\_\_\_

DATE ACQUIRED: \_\_\_\_\_ BY COMPETITIVE BID?  YES  NO

REASON FOR PURCHASING/LEASING EQUIPMENT:  
  
FILLING NEW DEPUTY PROSECUTOR POSITION.

**THIS SECTION IS TO BE COMPLETED BY AUDITOR'S OFFICE**

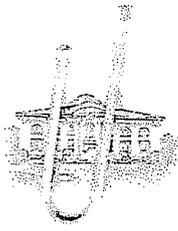
FUND NO: \_\_\_\_\_ DEPARTMENT NO: \_\_\_\_\_ WARRANT NO: \_\_\_\_\_ DATE PAID: \_\_\_\_\_

**Here is a breakdown of the information required by section:**

- Department: Name of your office/department
- Location: List the building where this equipment will be located.
- Equipment: Use this section to list specifics about the equipment, i.e. "Cabinet, 4 drawer legal, green"
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Vendor Name: Name of company from which you purchased this piece of equipment.
- Price: Purchase price for each individual item, including sales tax. The Auditor's Office will add any applicable use tax.
- Quantity: How many purchased?
- Purchased: Was this equipment purchased with federal grant money?
- Date Acquired: Date on which you purchased this equipment
- Competitive Bid: Was this equipment purchased through a competitive bid?
- Reason: List the reason for purchasing this equipment along with any additional information you feel is pertinent to purchase of this equipment.

Your request to purchase/lease DESK & COMPUTER for \$ 3,000  
was approved by the Board of County Commissioners on \_\_\_\_\_ subject to adequate budget appropriations.  
  
\_\_\_\_\_  
Clerk of the Board

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL VOUCHERS FOR EQUIPMENT PURCHASES OF \$500 OR MORE AND PURCHASES OF ATTRACTIVE ITEMS UNDER \$500, i.e. cameras, video cameras, guns, TVs



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

REQUESTED MEETING DATE:

5/20/15

**AGENDA REQUEST FORM**

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

BOCC ACTION:  APPROVED  DENIED

Agenda Item #: 20

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: Vegetation Management DIVISION (if applicable): Spartina

OFFICIAL NAME & TITLE: ED DARCHER SPAR. COOR. PHONE / EXT: 875-9425

SIGNATURE: E. Darcher DATE: 5-10-15

NARRATIVE OF REQUEST

Approve Spartina Field Crew:

CODY BUCHANAN  
DAKOTA PHILLIPS  
RICHARD ASHLEY  
ALEX MARTIN  
DUSTIN EATON  
RICHARD MARK

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  
 Approve hire of Dakota Phillips and Richard Mark effective 6/1/2015 at \$17/hour; Richard Ashley effective 6/1/2015 at \$16/hour; Alex Martin effective 6/1/2015 at \$15/hour; Dustin Eaton at \$15/hour effective 6/16/2015 and Cody Buchanan at \$15/hour effective 6/29/2015; all subject to adequate budget appropriations



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

REQUESTED MEETING DATE:  
5/26

### AGENDA REQUEST FORM

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

Agenda Item #: 21

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 Mgmt

Legal Required

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

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |   |
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| <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: Vegetation Mgmt DIVISION (if applicable): \_\_\_\_\_

OFFICIAL NAME & TITLE: Jeff Nesbitt - Director PHONE/EXT: 360 942-7758

SIGNATURE: Jeff Nesbitt DATE: 5/12/15

NARRATIVE OF REQUEST  
Requesting approval of Interagency agreement between WA State parks and Pacific County Noxious Weed Central Board.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  
Approve Interagency Agreement #IA 315-233 with WA State Parks and Recreation for weed control work on state park properties



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD**

**AGREEMENT# IA 315-233**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Pacific County Noxious Weed Control Board hereinafter referred to as the "CONTRACTOR".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The CONTRACTOR shall provide all necessary labor, equipment, and materials to complete weed control work on state park properties as requested. The CONTRACTOR will use the most appropriate treatment techniques during the timeframe(s) most likely to achieve effective control.

The CONTRACTOR shall carry out all control work in a manner consistent with the laws, rules and regulations. The CONTRACTOR will also post all herbicide application areas pursuant to state regulations.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on May 15, 2020, unless terminated sooner as provided herein. Agreement shall automatically expire on May 15, 2020, unless otherwise extended by amendment.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Fifty Thousand, and No/100ths Dollars (\$50,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms.

PARKS portion of the costs of the work shall be equivalent to the full amount of costs incurred by the CONTRACTOR. Total project cost shall not exceed \$10,000.00/year as long as the legislature continues to provide funding to PARKS.

**BILLING PROCEDURE**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **INDEMNIFICATION**

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the

party and attached to the original Agreement.

**SEVERABILITY**

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

**ALL WRITINGS CONTAINED HEREIN**

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

**PROJECT MANAGEMENT**

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Jeff Nesbitt, Director, Vegetation Management at telephone (360) 875-9425 and via email at [jnesbitt@co.pacific.wa.us](mailto:jnesbitt@co.pacific.wa.us).

The Project Representative for PARKS is: Ranger Bob Chalfant, Rainbow Falls State Park, at telephone (360) 291-3767 and via email at [robert.chalfant@parks.wa.gov](mailto:robert.chalfant@parks.wa.gov).

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and Recreation Commission**

**Pacific County Noxious Weed Control Board**

By: \_\_\_\_\_

By: \_\_\_\_\_

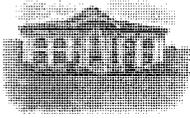
Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved As To Form:  
William Van Hook  
Asst. Attorney General  
02/20/07



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:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 22

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 Mgmt

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

Legal Required

DISTRIBUTION LIST:

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| <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: *Stephanie Fritts* DATE: May 19, 2015

NARRATIVE OF REQUEST  
 Request to approve the hire of two telecommunicators effective June 7, 2015. Two applicants, Vanessa Samplawski and Roberta Pulsifer, have successfully completed the application and background check process.

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

Approve the appointment of Vanessa Samplawski and Roberta Pulsifer to Telecommunicator Step 1, effective June 7, 2015, subject to adequate budget appropriations



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

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

REQUESTED MEETING DATE:  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 23

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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE:	DATE: 5/15/2015
NARRATIVE OF REQUEST Janie Rose has been on the WRIA #24 Lead Entity Citizens Committee since 2011. She has indicated she does not wish to be reappointed.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept resignation from WRIA #24 Lead Entity Citizens Committee member Janie Rose	



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

**REQUESTED MEETING DATE:**  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 24

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): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: May 19, 2015
<p><b>NARRATIVE OF REQUEST</b></p> <p>A citizen has expressed interest in purchasing county-owned tax-title parcel #75023025008. This parcel was deeded to Pacific County upon conclusion of the most recent foreclosure auction on December 12, 2014, in which no acceptable bids were received at the attempted public auction of the property. Per RCW 36.35.150, tax-title property may be disposed of without bids for not less than the principal amount of the unpaid taxes in certain cases.</p> <p>I would like to notify all interested parties and property owners adjacent to parcel #75023025008 that Pacific County will consider offers for the purchase of this tax-title parcel. Any valid offers that satisfy the conditions of RCW 36.35.150 will be brought before the Board of County Commissioners for consideration at a later meeting.</p>	
<p><b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b></p> <p>Authorize the management &amp; fiscal analyst to notify all interested parties and property owners adjacent to parcel #75023025008 that Pacific County will consider offers for the purchase of this tax-title parcel. Any valid offers that satisfy the conditions of RCW 36.35.150 will be brought before the Board of County Commissioners for consideration at a later meeting.</p>	



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

REQUESTED MEETING DATE:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 25

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 Mgmt

Legal Required

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

DISTRIBUTION LIST:

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| <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): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: May 19, 2015
NARRATIVE OF REQUEST	
Please consider adopting the fiscal year 2016 budget calendar.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2015-023 establishing fiscal year 2016 budget calendar	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

**IN THE MATTER OF THE PACIFIC COUNTY  
BUDGET CALENDAR FOR FISCAL YEAR 2016**

**WHEREAS**, the Board of Pacific County Commissioners has determined that the interests of the county and its officials, elective and appointive, in charge of an office, department, service, or institution of the county can best be served by establishing an alternative budget hearing process and dates as allowed in RCW 36.40.071; and

**IT IS HEREBY FURTHER RESOLVED** that the calendar to process the Pacific County budget for fiscal year 2016 (fy2016) shall be as follows:

1. **FILING ESTIMATES**: To satisfy RCW 36.40.010 the county auditor shall, by Monday, July 13, 2015, notify each county official, elective or appointive, in charge of an office, department, service, or institution of the county, to file with her on or before Monday, August 10, 2015, their detailed and itemized estimates for fy2016, both of the probable revenues from sources other than taxation, and of all expenditures required by their office, department, service, or institution.
2. **PRELIMINARY BUDGET**: The county auditor, with assistance from her staff and/or the staff of the Department of General Administration, shall compile/submit the preliminary fy2016 budget to the Board of County Commissioners by Tuesday, September 1, 2015, in accordance with RCW 36.40.040-.050.

The Board will then schedule and conduct open public work sessions to consider the preliminary fy2016 budget in detail. The various county officials will be invited to the work session(s) that their respective office(s), department(s), service(s), or institution(s) estimates are to be reviewed to comment and/or answer any questions related to their estimates.

3. **COMPREHENSIVE TRANSPORTATION PROGRAM**: The county engineer shall file a comprehensive six-year (2016-2021) transportation program proposal with the Board of County Commissioners by Tuesday, September 1, 2015. It shall include consideration of and, wherever reasonably practical, provisions for bicycle paths, lanes, routes and roadways and a recommended plan for laying out, constructing, maintaining and specially maintaining county roads which shall conform as nearly as practicable to the six-year transportation program.

In accordance with RCW 36.81.121, the Board will conduct a public hearing Tuesday, October 27, 2015, upon the proposed six-year transportation program. Following the hearing, the Board will prepare and adopt the Six-Year Transportation Improvement Program for Pacific County, a copy of which shall be forwarded to the Secretary of Transportation.

In accordance with RCW 36.81.130, revisions and changes may be made until the Pacific County 2016 Road Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2016 Pacific County Road Fund budget.

4. **FCZ DISTRICT No. 1 CAPITAL IMPROVEMENTS PLANS:** The county engineer shall file proposals for the 2016-2021 (annual/six-year) capital improvements plans for Pacific County Flood Control Zone District No. 1 with its Board of Supervisors by Tuesday, September 1, 2015. In accordance with RCW 86.15.120, the Board of Supervisors will conduct a public hearing upon the proposal(s) Tuesday, October 27, 2015.

Revisions and changes may be made until the 2016-2021 Pacific County Flood Control Zone District No. 1 Capital Improvements Plan is agreeable to a majority of the supervisors and adopted – said adoption to occur before adopting the final fy2016 Pacific County Flood Control Zone District No.1 Fund budget.

5. **PARKS/RECREATION CAPITAL IMPROVEMENTS PLAN:** The Department of Public Works shall file a six-year (2016-2021) proposal for parks and recreation capital improvements with the Board of County Commissioners by Tuesday, September 1, 2015. The Board will conduct a public hearing upon the proposal Tuesday, October 27, 2015.

Revisions and changes may be made until the 2016-2021 Pacific County Parks and Recreation Capital Improvements Plan is agreeable to a majority of the Board members and adopted – said adoption to occur before adopting the final fy2016 Pacific County current expense fund budget.

6. **BUDGET HEARING:** The Board of County Commissioners will meet Tuesday, October 27, 2015 to conduct a public hearing in accordance with RCW 36.40.060 and .070 for the purpose of fixing the final fy2016 Pacific County budget and making tax levies, including consideration of possible increases in property tax revenues for county general purposes and county road purposes. If needed, the public hearing may be continued from day-to-day until concluded but not to exceed a total of five days. The clerk of the board shall provide proper notice of the hearing and a sufficient number of copies of the detailed and comparative preliminary budget to meet reasonable demands.

Any taxpayer may appear at this hearing and be heard for or against any part of the budget and/or possible property tax increases. Additionally, the various county officials shall be available at the time the estimates for their respective offices, departments, services, or institutions are under consideration to be called in and appear before such hearing by the Board at the request of any taxpayer and may be questioned concerning such estimates by the commissioners or any taxpayer present.

7. **FINAL BUDGET:** Upon conclusion of the budget hearing and in accordance with RCW 36.40.080, the Board of County Commissioners shall fix and determine each item of the budget separately and shall by resolution adopt the final fy2016 Pacific County budget as so determined and enter the same in the Board's official minutes, copies of which budget will be forwarded to the State Auditor's Office - Division of Municipal Corporations, the State Treasurer, the County Road Administration Board, and the Washington State Association of Counties.
8. **PUBLICATION:** Preparation of the budget document will begin immediately after adoption and publication will occur in early 2016.

**BE IT FURTHER RESOLVED** that all resolutions regarding budget adoption dates or resolutions held in conflict with this resolution, are hereby repealed and this resolution shall be in effect upon its adoption by this Board.

**PASSED** by the following vote this 26<sup>th</sup> day of May, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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

**Pacific County Fiscal Year 2016 Budget Calendar: Timeline**

- Monday, July 13, 2015* County Auditor to notify County Officials to file estimates of probable non-taxation revenues and required expenditures during/for fy2016 (RCW 36.40.010).
- Monday, August 10, 2015* Deadline for County Officials to file estimates with County Auditor without penalty (RCW 36.40.010).
- Tuesday, September 1, 2015* County Auditor to submit "draft" preliminary fy2016 budget (RCW 36.40.040 and .050).  
County Engineer/DPW to file:
- Six-Year (2016-2021) Transportation Improvement Program,
  - 2016 Annual Road Plan,
  - 2016-2021 FCZD #1 Capital Improvement Plan, and
  - 2016-2021 Parks & Recreation Capital Improvement Plan.
- September 2, 2015  
thru October 26, 2015* BoCC to meet with County Officials to review their "draft" fy2016 budget estimates;  
BoCC to make needed revisions and/or additions.
- September 16, 2015  
September 23, 2015  
September 30, 2015* Advertise hearing of anticipated October 5, 2015 filing of "draft" fy2016 Preliminary Budget (RCW 36.40.060).
- Monday, October 5, 2015* Hearing held to file "draft" fy2016 Preliminary Budget for public review (RCW 36.40.060, .070, and .071).
- October 7, 2015  
October 14, 2015  
October 21, 2015* Advertise the preliminary budget filed on October 5, 2015 and the final budget hearing schedule (RCW 36.40.070 and .071).
- October 27, 2015* BoCC to conduct public hearing(s) (RCW 36.81.121) upon:
- 2016-2021 Transportation Improvement Program;
  - 2016-2021 P&R Capital Improvements Plan;
  - Increased property tax revenues for county general purposes and road purposes.
- Flood Control Zone District (FCZD) No. 1 Board of Supervisors to conduct public hearing upon 2016-2021 Capital Improvements Plan for FCZD No. 1 (RCW 86.15.120).
- Tuesday, November 24, 2015* BoCC to conduct a public hearing upon the property taxes being certified/requested by all cities and (taxing) districts for collection during 2015 {NOTE: BoCC must certify to the County Assessor on or before November 30th} (RCW 84.52.070).
- Monday, November 30, 2015* Cities and (taxing) districts to make and file certified budgets or estimates of the amounts to be raised by property taxation with the Clerk of the BoCC (RCW 84.52.020 and .025).
- October 27, 2015  
thru December 31, 2015* BoCC to conduct final public hearing(s) in accordance with (RCW 36.40.070 and .071):
- Final fy2016 Pacific County Budget
  - BoCC to determine and fix each item separately and adopt the fy2016 Pacific County Budget by resolution after finally adopting the 2016-2021 Transportation Improvement Program, 2016-2021 Parks & Recreation Capital Improvements Plan, and 2016-2021 Capital Improvements Plan for FCZD No. 1.



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  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 26

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:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg 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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 5/6/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the designation of the Pacific County Economic Development Council as the Associate Development Organization for the 2015-17 biennium and authorize Chair to sign	

# Associate Development Organization Certification/Designation Form

(For use by County officials.)

\_\_\_\_\_ affirms/ designates the \_\_\_\_\_  
(Name of County) (Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

1.  The prospective ADO is a **non-profit** organization.

**OR**

- A **public entity** that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.

2. Economic development is the **primary mission** of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.
3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

***This designation is effective on the date signed below, and shall remain in effect for the 2015-2017 biennium.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE SUBMIT TO:**

Kathy Carlson, Contracts Coordinator  
Business Services Division  
Washington State Department of Commerce  
Post Office Box 42525  
Olympia, WA 98504-2525



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:  
05/26/15

### 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 #: <u>27</u>  Initial: _____ Date: _____  Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required
DISTRIBUTION LIST:	
<input type="checkbox"/> RF <input type="checkbox"/> Assessor <input type="checkbox"/> DPW <input type="checkbox"/> PACCOM <input type="checkbox"/> CF <input type="checkbox"/> Auditor <input type="checkbox"/> PCEMA <input type="checkbox"/> PC Fair <input type="checkbox"/> SEA <input type="checkbox"/> Clerk <input type="checkbox"/> Health <input type="checkbox"/> Prosecutor <input type="checkbox"/> Civil Service <input type="checkbox"/> Juvenile <input type="checkbox"/> SDC <input type="checkbox"/> DCD <input type="checkbox"/> NDC <input type="checkbox"/> Sheriff	<input type="checkbox"/> Superior Court  <input type="checkbox"/> Treasurer  <input type="checkbox"/> Veg Mgmt  <input type="checkbox"/> WSU Ext.  <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): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 5/15/2015
NARRATIVE OF REQUEST	
<p>At the public hearing of May 12th you adopted Flood Damage Prevention Ordinance No. 176. The attached Findings of Fact and Conclusions of Law are submitted for your consideration and possible adoption.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Adopt Findings of Fact # _____ through _____ and Conclusions of Law # _____ through _____ pertaining to the Flood Damage Prevention Ordinance No. 176</p> <p>And acknowledge the SEPA Final Determination of Non-Significance as approved by the <u>Planning Commission</u></p>	

Ordinance No. 176  
Flood Damage Prevention Ordinance

**Findings of Fact**

1. Pacific County participates in the National Flood Insurance Program (NFIP), a federal program designed to provide flood insurance for those properties located within identified flood hazards.
2. Participation in the National Flood Insurance Program requires the adoption and enforcement of a flood hazard reduction Ordinance meeting the minimum requirements of the NFIP.
3. Chapter 86.16 RCW, Washington Floodplain Management Law has instituted additional requirements above and beyond the National Flood Insurance Program and requires that local jurisdiction adopt regulations consistent with both the Washington Floodplain Management Law and the National Flood Insurance Program.
4. The National Flood Insurance Program requires that local participants in the National Flood Insurance Program adopt and implement the more restrictive State requirements.
5. The flood hazard areas of Pacific County are subject to periodic inundation which could potentially result in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
6. Flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.
7. The Federal Emergency Management Agency (FEMA) began to update the Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) for Pacific County in 2012.
8. FEMA released the preliminary FIRM maps on August, 2013; conducted a Community Coordination Meeting on November 13, 2013; and conducted a Community Public Meeting on December 9, 2013.
9. FEMA published a notice of the proposed flood hazard determinations in the Federal Register and published notification concerning the 90-day appeal process in the Chinook Observer on May 14, 2014 and May 21, 2014. The end of the 90-day appeal period was August 19<sup>th</sup> 2014.
10. FEMA issued a Letter of Final Determination on the preliminary FIRMs in December of 2014.
11. Pacific County Ordinance No. 167 was last updated December 21, 2012 to meet current requirements of the Growth Management Act development regulations review.

12. Pacific County Ordinance No. 176 implements minimum state and federal regulations and guidelines for the planning, construction, operation and maintenance of any works, structures and/or improvements within the designated floodplain which might, if improperly planned, constructed, operated or maintained, adversely influence the regime of a stream or body of water, or might adversely affect the security of life, health and property against damage by flood water.
13. Pacific County Ordinance No. 176 promotes the health, safety and welfare of the general public by establishing minimum standards and review criteria for actions within the floodplain.
14. Pacific County issued a SEPA Preliminary Determination of Non-Significance on March 18, 2015 with the end of the 14-day comment period being April 1, 2015 No comments were received.
15. Pacific County sent Notice of Proposed Ordinance Adoption to the Washington State Department of Commerce (Growth Management Services Division) on March 12, 2015, in order to satisfy the Dept. of Commerce's 60-day notification requirement.
16. FEMA authorized and completed the Pacific County Flood Insurance Study effective May 18<sup>th</sup>, 2015.
17. FEMA Flood Insurance Rate Maps are effective May 18<sup>th</sup>, 2015.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

---

Steve Rogers, Chairman

---

Frank Wolfe, Commissioner

---

Lisa Ayers, Commissioner

ATTEST:

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Marie Guernsey  
Clerk of the Board

Ordinance No. 176  
Flood Damage Prevention

**Conclusions of Law**

1. The Washington State Growth Management Act (GMA), Chapter 36.70A RCW, mandates that Counties and Cities required or choosing to plan under the authority of the Growth Management Act must adopt development regulations consistent with the jurisdictional Comprehensive Plan and state law.
2. Ordinances relating to flood damage prevention are considered to be a GMA development regulation by State Law.
3. Pacific County opted to plan under the authority of the Growth Management Act in 1990 via adoption of Pacific County resolution No. 90-123.
4. Adoption of Ordinance No. 176, Flood Damage Prevention, which is an update to Ordinance No. 167, will adequately effectuate the intent of the Pacific County Comprehensive Plan.
5. Ordinance No. 176, Flood Damage Prevention, will produce no probable significant adverse environmental impacts. A determination of non-significance (DNS) under the State Environmental Policy Act (SEPA) is appropriate for this Ordinance.
6. Ordinance No. 176, Flood Damage Prevention, promotes the health, safety and welfare of the general public, will help to reduce costs related to significant flood events, and is consistent with GMA requirements.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

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

ATTEST:

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

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



Board of Pacific County Commissioners  
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 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item#: 28

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 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: Commissioners Office	DIVISION (if applicable): Personnel Policy
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>max</i>	DATE: 5/19/2015
NARRATIVE OF REQUEST A new job description has been created for the Superior court Administrator/Court Recorder and is required to be adopted via resolution.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2015-023 establishing the Grade 13 Management Superior Court Administrator/Court Recorder job description	

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

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

**A RESOLUTION MODIFYING THE PERSONNEL POLICY, RULES AND REGULATIONS.**

**WHEREAS**, various provisions in Chapters 36.16 and 36.17, RCW, and RCW's 36.32.390 and 36.32.400 authorize this Board to set the salaries and to provide appropriate benefit plans and payments for the officers and employees of the County of Pacific; and

**WHEREAS**, this Board has adopted and implemented a policy for administration of personnel rules and regulations to provide equality of employment for all employees of the County of Pacific that needs to be regularly reviewed and periodically modified; and

**WHEREAS**, the current job classification is in need of updating to adequately reflect the job duties of the Superior Court Administrator/Court Recorder; and

**WHEREAS**, the Superior Court Administrator/Court Recorder job description will satisfactorily represent the work that is being performed and will continue to be classified as a non-represented Management ("exempt") position; and

**WHEREAS**, the Personnel Policy requires formal resolution of this Board for certain forms of compensation and benefits; now, therefore,

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON**, that the attached non-represented Management ("exempt") Superior Court Administrator/Court Recorder job description is hereby adopted.

**BE IT STILL FURTHER RESOLVED** that overtime provided for in Section 4.1 of said personnel policies will not be available to those County employees whose position has been determined to be exempt from the provisions of the Federal Fair Labor Standards Act; and

**BE IT STILL FURTHER RESOLVED** that this resolution is deemed to have become effective the 1<sup>st</sup> day of \_\_\_\_\_, 2015.

**PASSED** by the Board of Pacific County Commissioners the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, Chairman

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

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

ATTEST:

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

---

**PACIFIC COUNTY****POSITION DESCRIPTION**

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**POSITION:** SUPERIOR COURT ADMINISTRATOR/COURT RECORDER  
**OFFICE/DEPARTMENT:** SUPERIOR COURT  
**REPORTS TO:** PRESIDING SUPERIOR COURT JUDGE (PACIFIC/WAHKIAKUM COUNTIES)  
**UNION STATUS:** NON-REPRESENTED  
**SALARY GRADE:** NU-13  
**DATE LAST REVISED:** MAY 2015

**1.0 PRIMARY FUNCTION AND PURPOSE**

Performs the duties described in Section 3.0 and as required by statute and/or court rules as the Superior Court Administrator, responsible for all non-judicial court functions; plans, implements and the manages the court's daily operations.

Responsibilities include development and implementation of the Superior Court Calendar, case-flow management, maintaining of all court proceedings, oversight of projects, grants and contracts. Coordination of staff activities and record keeping, budget planning and management.

Present in courtroom to record all court proceedings.

**2.0 ORGANIZATIONAL RELATIONSHIPS****2.1 Supervision Received**

Person in this position is expected to perform the essential duties and responsibilities defined in Section 3.0 under the general supervision of the Superior Court Judge.

**2.2 Supervision Exercised**

Person in this position provides direct supervision of Superior Court Staff.

**3.0 ESSENTIAL DUTIES AND RESPONSIBILITIES**

Directs Superior Court support operations, including fiscal, personnel, case flow, facilities and records management. Organizes workloads and case-flow, reviews progress, directs changes in priorities and schedules as needed; establishes policies, procedures, work rules and performance standards to assure efficient and effective operations in compliance with county standards, state and local laws. Monitors relevant laws, requirements and makes appropriate changes in procedures.

Schedules all Superior Court matters. Prepares and briefs Superior Court Judge on the daily calendars prior to session. Implements effective case flow management programs to assure the efficient and timely scheduling and processing of Superior Court cases including hearings and trials. Prepares a yearly court calendar, maintains court schedules and makes adjustments to accommodate Judge's and attorney's schedules. Adjusts caseloads as necessary and informs all parties. Keeps the Clerk's office advised of the need for jury panels for both criminal and civil trials. Arranges for Judge Trades in conflict cases.

Adopted \_\_\_/\_\_\_/2015 via Resolution 2015-\_\_\_\_\_

Arranges for certified interpreters for all proceedings for defendants or parties in need of assistance.

Is present in the courtroom to record verbatim proceedings of the courts, and other proceedings, using computerized recording equipment. Assure that log notes of court proceedings are accurate and consist of complete information of each case, names of all participants and speakers during proceedings, any court action or rulings of the court. Responsible for providing a complete record to the designated court transcriptionist for preparation of a verbatim transcript for cases on appeal.

Management of Court Facilitator Program which provides assistance to pro se litigants in family law cases.

Directs the resolution of inquiries and problems. Responds to incoming calls; answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information, and refers callers to other agencies and individuals as appropriate. Initiates correspondence to court-related inquiries or requested information. Screens documents in accordance with established protocols and procedures.

Oversees the efficient operation of the Superior Court office. Maintain personnel records relative to salary, sick leave and annual leave. Prepares state vouchers for Judge pro tempore appointments and county vouchers for all accounts payable. Exercises independent judgment and makes technical decisions as to legal procedures and polices locally and state-mandated.

Analyzes and recommends improvements to existing services and operating systems of the court. Oversees the maintenance and updating of computerized systems and records to provide for proper evaluation, control and documentation for court operations. Drafts and implements forms.

Serves as liaison between Superior Court Judge, attorneys, County Clerk, the general public and other agencies. Provides assistance regarding Superior Court activities as required. Works closely with State Court Administrators to facilitate judicial trades for effective staffing of the court. Coordinates with County Clerks for efficient use of judicial time and space.

Prepares and administers the Superior Court budget based on staffing and resource requirements, cost estimates, and objectives and goals. Documents expenditures assuring compliance with approved budget and staffing levels. Maintains accurate accounting records of budget expenditures and reviews month end reports.

Schedules routine archiving of audio proceedings. Maintains audio recording library and orders audio CD's as necessary. Provides certified copies of audio recordings requested by the public and attorneys. Arranges for transcription of court hearings and provides audio recording/documents for cases pending appeal to the Court of Appeals.

Prepares contracts for the Public Defender Program. Maintains attorney rotation list of appointments balancing types of cases (Class A vs. Class B or C). Provide notification to attorneys of new case appointments.

Prepares and submits for payment vouchers for travel expenses, office purchases, and Judge's library updates. Prepares orders for payment for professional services of expert witnesses, interpreters, guardian ad litem and attorneys. Submits invoice statement to the State for Judge Pro Tempore reimbursements.

Prepares all legal documents, directives and correspondence through dictation/notes. Files legal documents and distributes to parties locally and statewide.

Maintains Guardian Ad Litem Registry for the courts.

Adopted \_\_\_/\_\_\_/2015 via Resolution 2015-\_\_\_\_\_

Oversees maintenance of the County Law Library.

#### **4.0 MINIMUM QUALIFICATIONS**

##### **4.1 Education and Experience**

A Bachelor's degree with a minimum of three years' experience in the judicial system. Five (5) years Superior court management experience may substitute for the educational requirement.

##### **4.2 Certificates, Licenses and Registrations**

Possess, or have the ability to readily obtain, safe and reliable transportation and a Washington State Driver's License.

Pass criminal background investigation that shows no criminal activity which could directly impact ability to perform the job or creates a public perception that would reflect poorly upon the County.

##### **4.3 Necessary Knowledge, Skills, and Abilities**

Comprehensive knowledge of the statutes and rules governing superior court operations  
Extensive knowledge of the functions and operations of the courts/legal system, including state and local court rules, procedures and policies, legal terminology and documents and applicable statutes.

Extensive knowledge of general office management practices and procedures and the ability to administer such independently.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Considerable knowledge of legal and business correspondence, court orders, legal terminology and English composition. Ability to research and interpret data from files, reports and other agencies and communicate such to other individuals.

Excellent typing skills, filing skills and dictation/transcription experience.

Excellent knowledge of the principals and practices of governmental accounting including BARS coding system. Extensive knowledge in developing and maintaining budget. Experience in grant application process and administration.

Ability to operate standard office equipment including word processing, computers and dictation equipment.

Ability to operate courtroom audio system and statewide JIS computer programs.

Ability to observe strict confidentiality.

Ability to prioritize, coordinate and supervise the workflow of the office and staff.

Ability to handle stress and high-pressure situations.

## 5.0 BEHAVIORAL STANDARDS

Ability to maintain a professional demeanor under stressful circumstances.

Ability to communicate clearly and concisely, orally and in writing.

Ability to maintain an effective and professional working relationship judges, attorneys, elected and appointed officials, external court customers, court staff and with a wide range of individuals and or agencies. Ability to work cooperatively with others and foster a team spirit with all levels of personnel.

Ability to conduct oneself respectfully and courteously to customers, workers, contract service providers, attorneys, county leadership, and other county employees. Must be able to work with people regardless of age, sex, race, or social, economic or cultural backgrounds including persons with social or behavioral problems.

Positively represent the county, demonstrating honest and ethical behavior.

Demonstrate good work habits.

## 6.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS

**Physical Requirements:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in a normal office/courtroom environment.

While performing the duties of this job, the employee is occasionally required to walk and frequently required to sit for long periods of time, talk and hear; use hands to finger, handle or operate objects, tools or equipment; and reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in an office/courtroom environment. The noise level in the work environment is low to moderately noisy.

**Standard office equipment** used in this position includes, but is not limited to, personal computer, printer, typewriter, calculator, photocopier, facsimile machine, and scanner or microfilm reader/printer and camera.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

## 9.0 SELECTION PROCESS

The selection process will include a formal application and evaluation of education and experience, and may also include an oral interview, background and/or reference checks and job- related tests.

The duties set forth in this position description are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



Board of Pacific County Commissioners  
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REQUESTED MEETING DATE:  
05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 29

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: Superior Court	DIVISION (if applicable): Court Administration
OFFICIAL NAME & TITLE: Michael Sullivan, Superior Court Judge	PHONE / EXT: 2300
SIGNATURE: <i>Michael Sullivan</i>	DATE: 5/20/15
NARRATIVE OF REQUEST Request the BOCC confirm the hiring of Angela Gilbert for the position of Superior Court Administrator/Court Recorder at a Grade 14, Step 2. If the BOCC does not approve the request for the position to remain at a Grade 14, the request would be to approve Angela at a Grade 13, Step 4.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the appointment of Angela Gilbert to Court Administrator/Court Recorder, effective _____ at Grade 13 Step _____, subject to adequate budget appropriations	



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REQUESTED MEETING DATE:  
 05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 30

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: Superior Court	DIVISION (if applicable): Court Administration
OFFICIAL NAME & TITLE: Michael Sullivan	PHONE / EXT: 2300
SIGNATURE:	DATE: 5/20/2015
NARRATIVE OF REQUEST Request the BOCC approve Superior Court to advertise to fill the position of Assistant Court Administrator / Court Recorder.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve posting and advertising (if necessary) for Grade 9 Asst. Court Administrator/Court Recorder in accordance with Local 367C Collective Bargaining Agreement	

**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.



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:

05/26/15

### AGENDA REQUEST FORM

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

Agenda Item #: 32

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: 5/5/2015
NARRATIVE OF REQUEST 10am Open public hearing Swear in those wishing to testify or provide comment Close public hearing  The Planning Commission held a meeting on April 2, 2015 and recommended approval of the Open Space Tax Classification application proposed by the Shoalwater Bay Indian Tribe. Their application includes approximately 441 acres and multiple tax parcels.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Open Space Tax Classification application for the Shoalwater Bay Indian Tribe; adopt Findings of Fact # ____ through ____; to include the following tax parcels: 14110132005; 14110123006; 1411250004; 14111250006; 14110250004; 14111232023; 14110241005; 14110242004; 14110214006; 14110250002; 14110255280; 14111232009; 14111250005; 7900000061; 1411015002; 1411125007	

When Recorded Return to:

Board of Pacific County Commissioners  
P O Box 187  
South Bend, WA 98586

## OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Shoalwater Bay Indian Tribe
Legal Description --	14110132005; 14110123006; 1411250004; 14111250006; 14110250004; 14111232023; 14110241005; 14110242004; 14110214006; 14110250002; 14110255280; 14111232009; 14111250005; 7900000061; 1411015002; 1411125007.
Assessor's Property Tax Parcel or Account Number	
Reference Numbers of Documents Assigned or Released	
This agreement between	Shoalwater Bay Indian Tribe
hereinafter called the 'Owner', and	Pacific County

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Open Space Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: May 26, 2015

Granting Authority:

\_\_\_\_\_  
Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

\_\_\_\_\_

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

**FINDINGS OF FACT REGARDING APPROVAL OF:**

**Open Space Open Space Land filed by Shoalwater Bay Indian Tribe**

Legal Description -- 14110132005; 14110123006; 1411250004; 14111250006; 14110250004;  
14111232023; 14110241005; 14110242004; 14110214006; 14110250002; 14110255280;  
14111232009; 14111250005; 7900000061; 1411015002; 1411125007. Assessors Parcel Number -- .

**Findings of Fact:**

- ( ) 1. The benefits of preserving the current use of the parcel of land in question override the revenue impact that will result from granting the application;
- ( ) 2. Preservation of the land in its current use will:
  - ( ) Conserve or enhance natural or scenic resources.
  - ( ) Protect streams, stream corridors, wetlands, natural shorelines, and aquifers.
  - ( ) Protect soil resources and critical wildlife and native plant habitat.
  - ( ) Promote conservation principles by example or by offering education opportunities.
  - ( ) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations or sanctuaries or other open spaces.
  - ( ) Enhance recreation opportunities.
  - ( ) Preserve historic and archaeological sites.
  - ( ) Preserve visual quality along highway, road and street corridors or scenic vistas.
  - ( ) Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of such land.
  - ( ) \_\_\_\_\_
- ( ) 3. No mining issues exist. (if mining exists, explain how concerns affect the merit of the application).
- ( ) 4. Conditions: .

DATED: May 26, 2015

ATTEST:

PACIFIC COUNTY  
BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Chair



# Pacific County

## DEPARTMENT OF COMMUNITY DEVELOPMENT

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

### MEMO

DATE: April 10, 2015  
TO: Board of Commissioners  
FROM: Tim Crose, Planning Director  
RE: Planning Commission Recommendation for Approval of Open Space proposal.

At its April 2, 2015 meeting the Pacific County Planning Commission voted to recommend approval of an Open Space Tax Classification request proposed by the Shoalwater Bay Indian Tribe. The request included multiple tax parcels totaling approximately 441 acres in the Tokeland area

The Planning Commission approved the request as submitted without changes or conditions.

Should you have any questions regarding this matter, please feel free to contact me.

**Application for Classification or Reclassification  
Open Space Land  
Chapter 84.34 RCW**

**File With The County Legislative Authority**

Name of Owner(s): Shoalwater Bay Indian Tribe Phone No: 360-267-6766  
Email Address: \_\_\_\_\_  
Address: P.O. Box 130  
Tokeeland, WA 98590 #179

Parcel Number(s): 14110132005; 14110123006; 14111250004; 14111250006; 14110250004;  
14111232023; 14110241005; 14110242004; 14110214006; 14110250002; 14110255280;  
Legal Description: 14111232009; 14111250005; 7900000061; 14110150002 + 14111250007  
Total Acres in Application: 441.24

Indicate what category of open space this land will qualify for:

- Conserve or enhance natural, cultural, or scenic resources
- Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- Protect soil resources, unique or critical wildlife, or native plant habitat
- Promote conservation principles by example or by offering educational opportunities
- Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- Enhance recreation opportunities
- Preserve historic or archaeological sites
- Preserve visual quality along highway, road, street corridors, or scenic vistas
- Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

FARM and Ag.

2. Is the land subject to a lease or agreement which permits any other use than its present use?

Yes  No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

Utility Shed

4. Is the land subject to any easements?

Yes  No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

See attached exhibit 1

**NOTICE:**

**The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.**

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

**Print the name of each owner:**

**Signature of each owner:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

**Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification**

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
  - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
  - (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes; plus
  - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
  - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
  - (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
  - (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
  - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
  - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
  - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
  - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
  - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
  - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
  - (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
  - (l) The discovery that the land was classified in error through no fault of the owner.

EXHIBIT  
TO APPLICATION FOR CLASSIFICATION OR  
RECLASSIFICATION OPEN SPACE LAND

Description of Prior, Current, and Future Use

Prior Use:

The land was classified as Farm and Agricultural Land used for income-producing farming and agricultural activities for the production of crops and livestock, and aquaponics.

Current and Future Use:

The owner currently uses the land for purposes of conservation and to preserve the natural environmental qualities of the land. The owner intends to continue to use the land for conservation and preservation.

SEADOCS:470341.1

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: 12/2/14

By: Assr. Becky Rixey

Amount of processing fee collected: \$42500

- Is the land subject to a comprehensive land use plan adopted by a city or county?  Yes  No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county?  Yes  No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- Application approved  In whole  In part
- Application denied  Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

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## General Information

**RECLASSIFICATIONS are defined in RCW 84.34.070(2) as follows:**

- (2) The following reclassifications are not considered withdrawals or removals and are not subject to additional tax under RCW 84.34.108:
  - (a) Reclassification between lands under RCW 84.34.020(2) and (3);
  - (b) Reclassification of land classified under RCW 84.34.020(2) or (3) or Chapter 84.33 RCW to open space land under RCW 84.34.020(1);
  - (c) Reclassification of land classified under RCW 84.34.020(2) or (3) to forest land classified under Chapter 84.33 RCW; and
  - (d) Reclassification of land classified as open space land under RCW 84.34.020(1)(c) and reclassified to farm and agricultural land under RCW 84.34.020(2) if the land had been previously classified as farm and agricultural land under RCW 84.34.020(2).
- (3) Applications for reclassification shall be subject to applicable provisions of RCW 84.34.035, 84.34.037, 84.34.041, and Chapter 84.33 RCW.
- (4) The income criteria for land classified under RCW 84.34.020(2)(b) and (c) may be deferred for land being reclassified from land classified under RCW 84.34.020(1)(c) or (3), or Chapter 84.33 RCW into RCW 84.34.020(2)(b) or (c) for a period of up to five years from the date of reclassification.

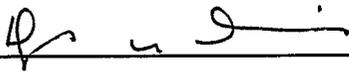
**FARM AND AGRICULTURAL CONSERVATION LAND is defined in RCW 84.34.020(8)(a & b) as follows:**

- (8) "Farm and agricultural conservation land" means either:
  - (a) Land that was previously classified under RCW 84.34.020(2), that no longer meets the criteria and is reclassified under RCW 84.34.020(1)(c); or
  - (b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture.

**And also defined in RCW 84.34.037(2)(c) as follows:**

- (c) Whether granting the application for land applying under RCW 84.34.020(1)(c) will; (i) preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.33 or 84.34 RCW; (ii) preserve land with a potential for returning to commercial agriculture; and (iii) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of property.

Signatures of Owner(s) or Contract Purchaser(s):



Date

11/26/14

### Assessor Use Only

If the parcel(s) subject to this document is considered contiguous, as defined in RCW 84.34.020(6), with other parcels having different ownerships, verify all remaining classified parcels with different ownerships are still:

- Adjoining
- Being managed as part of a single operation
- Meeting the definition of "family" as defined in RCW 84.34.020(6)(b)(ii) with the owner of an adjoining parcel

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## Change of Classification (Chapters 84.33 and 84.34 RCW)

Tax Code: \_\_\_\_\_

County: \_\_\_\_\_

**File With County Assessor**

<p>Applicant(s) name and address:  <b>Shoalwater Bay Indian Tribe</b>  <b>P.O. Box 130</b>  <b>Tokeland, WA 98590</b></p> <p>Phone No: <u>360-267-6766</u></p> <p>Land subject to this application (legal description):</p>	<p>Assessor's Parcel or Account No:  <b>14110132005; 14110123006;</b>  <b>1411250004; 1411250006; 1411025004; *</b></p> <p>Auditor's File No. on original application:    <b>* 14111232023; 14110241005;</b>  <b>14110242004; 14110214006;</b>  <b>14110250002; 14110255780</b>  <b>1411232009; 1411250005; 7900000061;</b>  <b>14110150002 + 1411250007</b></p>
---	--

### Change of Classification (Check appropriate box)

The land is currently classified as Farm and Agricultural land under RCW 84.34.020(2) and I hereby request reclassification as:

- Timber land as provided under RCW 84.34.020(3), unless county has merged their timber land classification into their designated forest land program. (Attach completed form REV 64 0109 or 64 0111 and a timber-management plan)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Forest Land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- Farm and Agricultural Conservation land as defined in RCW 84.34.020(8)(a). (Attach completed form REV 64 0021)

The land is currently classified as Farm and Agricultural Conservation land under RCW 84.34.020(8)(a) and I hereby request reclassification to:

- Farm and Agricultural land under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

The land is currently classified as Timber land under RCW 84.34.020(3) and I hereby request reclassification as:

- Forest land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Farm and Agricultural land as provided under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

**NOTE: If request to change classification is approved, no additional tax, interest, and penalty will be imposed.**

Requests to transfer from Forest Land designation under provisions of Chapter 84.33 RCW to Current Use classification under Chapter 84.34 RCW should be made on REV 64 0038.

Attachment:

- |   |                                      |                                      |                                      |
|---|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> REV 62 0021            | <input type="checkbox"/> REV 64 0021 | <input type="checkbox"/> REV 64 0108 | <input type="checkbox"/> REV 64 0111 |
| <input type="checkbox"/> REV 62 0110            | <input type="checkbox"/> REV 64 0024 | <input type="checkbox"/> REV 64 0109 |                                      |
| <input type="checkbox"/> Timber Management Plan |                                      |                                      |                                      |



# PACIFIC COUNTY WASHINGTON



## TAXSIFTER

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Bruce Walker  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



### Parcel

**Parcel#:** 14110132005 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141101 005 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141101 005;  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$30,100	Land:	\$2,800	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$30,100</b>	<b>Total</b>	<b>\$2,800</b>	<b>Total Acres:</b>	<b>21.69000</b>

### Ownership

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

### Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

### Building Permits

No Building Permits Available

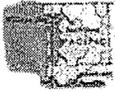
### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$30,100	\$0	\$0	\$30,100	\$0	\$2,800
2014	KINDRED ISLAND HOLDINGS LLC	\$30,100	\$0	\$0	\$30,100	\$0	\$2,800
2013	KINDRED ISLAND HOLDINGS LLC	\$30,100	\$0	\$0	\$30,100	\$0	\$2,800
2012	KINDRED ISLAND HOLDINGS LLC	\$30,100	\$0	\$0	\$30,100	\$0	\$2,800
2011	KINDRED ISLAND HOLDINGS LLC	\$30,100	\$0	\$0	\$30,100	\$0	\$2,800

[View Taxes](#)

### Parcel Comments

Date	Comment
03/14/13	SHERIFF ORDER OF SALE-3144179
07/12/02	OS FARM



**PACIFIC COUNTY  
WASHINGTON**



**TAXSIFTER**

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**Bruce Walker**  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14110123006 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141101 006 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141101 006;  
**Comment:** JUDGEMENT LIEN/DEFAULT JUDGEMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$8,600	Land:	\$500	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$8,600</b>	<b>Total</b>	<b>\$500</b>	<b>Total Acres:</b>	<b>7.98000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$8,600	\$0	\$0	\$8,600	\$0	\$500
2014	KINDRED ISLAND HOLDINGS LLC	\$8,600	\$0	\$0	\$8,600	\$0	\$500
2013	KINDRED ISLAND HOLDINGS LLC	\$8,600	\$0	\$0	\$8,600	\$0	\$500
2012	KINDRED ISLAND HOLDINGS LLC	\$8,600	\$0	\$0	\$8,600	\$0	\$500
2011	KINDRED ISLAND HOLDINGS LLC	\$8,600	\$0	\$0	\$8,600	\$0	\$500

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**Parcel Comments**

Date	Comment
07/12/02	OS FARM
03/14/13	SHERIFF ORDER OF SALE-3144179



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**Bruce Walker**  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14111250004 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141112 LOT 04 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141112 LOT 04;  
**Comment:** WELL & WATER SYSTEM SHARING & EASEMENT AGREEMENT-3144779

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$52,800	Land:	\$900	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$52,800</b>	<b>Total</b>	<b>\$900</b>	<b>Total Acres:</b>	<b>17.61000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0
03/25/05	3080560	3	69901	NELSON, STEPHEN R & KATHLEEN A	LARSON, R TERRANCE & VICKI A	\$330,000

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$52,800	\$0	\$0	\$52,800	\$0	\$900
2014	KINDRED ISLAND HOLDINGS LLC	\$52,800	\$0	\$0	\$52,800	\$0	\$900
2013	KINDRED ISLAND HOLDINGS LLC	\$52,800	\$0	\$0	\$52,800	\$0	\$900
2012	KINDRED ISLAND HOLDINGS LLC	\$52,800	\$0	\$0	\$52,800	\$0	\$900
2011	KINDRED ISLAND HOLDINGS LLC	\$52,800	\$0	\$0	\$52,800	\$0	\$900

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**Parcel Comments**

Date	Comment
03/14/13	SHERIFF ORDER OF SALE-3144179



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**Parcel**

**Parcel#:** 14111250006 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141112 LOT 06 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141112 LOT 06; LS PLAT-RD-M&B  
**Comment:** WELL & WATER SHARING EASEMENT-3144779

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$8,500	Land:	\$900	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$8,500</b>	<b>Total</b>	<b>\$900</b>	<b>Total Acres:</b>	<b>17.00000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$8,500	\$0	\$0	\$8,500	\$0	\$900
2014	KINDRED ISLAND HOLDINGS LLC	\$8,500	\$0	\$0	\$8,500	\$0	\$900
2013	KINDRED ISLAND HOLDINGS LLC	\$8,500	\$0	\$0	\$8,500	\$0	\$900
2012	KINDRED ISLAND HOLDINGS LLC	\$8,500	\$0	\$0	\$8,500	\$0	\$900
2011	KINDRED ISLAND HOLDINGS LLC	\$8,500	\$0	\$0	\$8,500	\$0	\$900

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**Parcel Comments**

Date	Comment
05/22/08	CHG OF FIRE PATROL ACREAGE FOR '09 TAX PER DNR
03/14/13	SHERIFF ORDER OF SALE-3144179



# PACIFIC COUNTY WASHINGTON



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### Parcel

**Parcel#:** 14110250004 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141102 LOT 04 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141102 LOT 04; BAL LESS H/WLOT 5  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$53,500	Land:	\$3,200	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$53,500</b>	<b>Total</b>	<b>\$3,200</b>	<b>Total Acres:</b>	<b>46.18000</b>

### Ownership

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

### Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

### Building Permits

No Building Permits Available

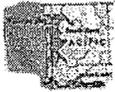
### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$53,500	\$0	\$0	\$53,500	\$0	\$3,200
2014	KINDRED ISLAND HOLDINGS LLC	\$53,500	\$0	\$0	\$53,500	\$0	\$3,200
2013	KINDRED ISLAND HOLDINGS LLC	\$53,500	\$0	\$0	\$53,500	\$0	\$3,200
2012	KINDRED ISLAND HOLDINGS LLC	\$53,500	\$0	\$0	\$53,500	\$0	\$3,200
2011	KINDRED ISLAND HOLDINGS LLC	\$53,500	\$0	\$0	\$53,500	\$0	\$3,200

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### Parcel Comments

Date	Comment
04/11/13	JUDGMENT LIEN/DEFAULT JUDGMENT-3144619
03/14/13	SHERIFF ORDER OF SALE-3144179



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### Parcel

Parcel#: 14111232023      Owner Name: KINDRED ISLAND HOLDINGS LLC  
 DOR Code: 83 - Resource - Agriculture Current Use      Address1:  
 Situs:      Address2: P O BOX 100  
 Map Number: 141112 023      City, State: LEMOORECA  
 Status:      Zip: 93245  
 Description: 141112 023;  
 Comment: JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$66,800	Land:	\$45,200	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$66,800	Total	\$45,200	Total Acres:	5.36000

### Ownership

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

### Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0
03/25/05	3080560	3	69901	NELSON, STEPHEN R & KATHLEEN A	LARSON, R TERRANCE & VICKI A	\$330,000

### Building Permits

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$66,800	\$0	\$0	\$66,800	\$0	\$45,200
2014	KINDRED ISLAND HOLDINGS LLC	\$66,800	\$0	\$0	\$66,800	\$0	\$45,200
2013	KINDRED ISLAND HOLDINGS LLC	\$66,800	\$0	\$0	\$66,800	\$0	\$45,200
2012	KINDRED ISLAND HOLDINGS LLC	\$66,800	\$0	\$0	\$66,800	\$0	\$45,200
2011	KINDRED ISLAND HOLDINGS LLC	\$66,800	\$0	\$0	\$66,800	\$0	\$45,200

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### Parcel Comments

Date	Comment
03/29/05	PREVIOUS DEEDS: 8812-883



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**Parcel**

**Parcel#:** 14110241005 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141102 005 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141102 005;  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$3,900	Land:	\$200	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes:
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$3,900</b>	<b>Total</b>	<b>\$200</b>	<b>Total Acres:</b>	<b>4.48000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$3,900	\$0	\$0	\$3,900	\$0	\$200
2014	KINDRED ISLAND HOLDINGS LLC	\$3,900	\$0	\$0	\$3,900	\$0	\$200
2013	KINDRED ISLAND HOLDINGS LLC	\$3,900	\$0	\$0	\$3,900	\$0	\$200
2012	KINDRED ISLAND HOLDINGS LLC	\$3,900	\$0	\$0	\$3,900	\$0	\$200
2011	KINDRED ISLAND HOLDINGS LLC	\$3,900	\$0	\$0	\$3,900	\$0	\$200

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**Parcel Comments**

Date	Comment
07/12/02	OS FARM
03/14/13	SHERIFF ORDER OF SALE-3144179



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PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14110242004 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141102 004 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141102 004;  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$6,800	Land:	\$300	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$6,800	Total	\$300	Total Acres:	4.50000

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$6,800	\$0	\$0	\$6,800	\$0	\$300
2014	KINDRED ISLAND HOLDINGS LLC	\$6,800	\$0	\$0	\$6,800	\$0	\$300
2013	KINDRED ISLAND HOLDINGS LLC	\$6,800	\$0	\$0	\$6,800	\$0	\$300
2012	KINDRED ISLAND HOLDINGS LLC	\$6,800	\$0	\$0	\$6,800	\$0	\$300
2011	KINDRED ISLAND HOLDINGS LLC	\$6,800	\$0	\$0	\$6,800	\$0	\$300

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**Parcel Comments**

Date	Comment
04/11/13	JUDGMENT LIEN/DEFAULT JUDGMENT-3144619
03/14/13	SHERIFF ORDER OF SALE-3144179



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PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14110214006 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141102 006 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141102 006;  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$100	Land:	\$100	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$100</b>	<b>Total</b>	<b>\$100</b>	<b>Total Acres:</b>	<b>0.22000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$100	\$0	\$0	\$100	\$0	\$100
2014	KINDRED ISLAND HOLDINGS LLC	\$100	\$0	\$0	\$100	\$0	\$100
2013	KINDRED ISLAND HOLDINGS LLC	\$100	\$0	\$0	\$100	\$0	\$100
2012	KINDRED ISLAND HOLDINGS LLC	\$100	\$0	\$0	\$100	\$0	\$100
2011	KINDRED ISLAND HOLDINGS LLC	\$100	\$0	\$0	\$100	\$0	\$100

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**Parcel Comments**

Date	Comment
04/11/13	JUDGMENT LIEN/DEFAULT JUDGMENT-3144619
03/14/13	SHERIFF ORDER OF SALE-3144179



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### Parcel

Parcel#: 14110250002      Owner Name: KINDRED ISLAND HOLDINGS LLC  
 DOR Code: 83 - Resource - Agriculture Current Use      Address1:  
 Situs: 2406 TOKELAND RD      Address2: P O BOX 100  
 Map Number: 141102 LOT 02      City, State: LEMOORECA  
 Status:      Zip: 93245  
 Description: 141102 LOT 02; BAL; LOT 6 BAL LS RD;BAL LOT 3 SO OF HWY  
 Comment: JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$42,200	Land:	\$1,800	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$42,200	Total	\$1,800	Total Acres:	28.11000

### Ownership

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

### Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

### Building Permits

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$42,200	\$0	\$0	\$42,200	\$0	\$1,800
2014	KINDRED ISLAND HOLDINGS LLC	\$42,200	\$0	\$0	\$42,200	\$0	\$1,800
2013	KINDRED ISLAND HOLDINGS LLC	\$42,200	\$0	\$0	\$42,200	\$0	\$1,800
2012	KINDRED ISLAND HOLDINGS LLC	\$42,200	\$0	\$0	\$42,200	\$0	\$1,800
2011	KINDRED ISLAND HOLDINGS LLC	\$42,200	\$0	\$0	\$42,200	\$0	\$1,800

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### Parcel Comments

Date	Comment
07/12/02	OS FARM
03/14/13	SHERIFF ORDER OF SALE-3144179



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### Parcel

Parcel#: 14110255280 Owner Name: KINDRED ISLAND HOLDINGS LLC  
 DOR Code: 83 - Resource - Agriculture Current Use Address1:  
 Situs: Address2: P O BOX 100  
 Map Number: TL 141102 280 City, State: LEMOORECA  
 Status: Zip: 93245  
 Description: TL 141102 280;  
 Comment: JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$7,400	Land:	\$2,600	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$7,400	Total	\$2,600	Total Acres:	24.70000

### Ownership

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

### Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

### Building Permits

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$7,400	\$0	\$0	\$7,400	\$0	\$2,600
2014	KINDRED ISLAND HOLDINGS LLC	\$7,400	\$0	\$0	\$7,400	\$0	\$2,600
2013	KINDRED ISLAND HOLDINGS LLC	\$7,400	\$0	\$0	\$7,400	\$0	\$2,600
2012	KINDRED ISLAND HOLDINGS LLC	\$8,700	\$0	\$0	\$8,700	\$0	\$2,200
2011	KINDRED ISLAND HOLDINGS LLC	\$8,700	\$0	\$0	\$8,700	\$0	\$2,200

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### Parcel Comments

Date	Comment
03/14/13	SHERIFF ORDER OF SALE-3144179
04/11/13	JUDGMENT LIEN/DEFAULT JUDGMENT-3144619



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**Bruce Walker**  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14111232009 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** 2938 KINDRED AVE **Address2:** P O BOX 100  
**Map Number:** 141112 009 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141112 009; LS M&B  
**Comment:** WELL & WATER SYSTEM SHARING & EASEMENT-3144779

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$52,500	Land:	\$900	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$52,500	Total	\$900	Total Acres:	17.02000

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$52,500	\$0	\$0	\$52,500	\$0	\$900
2014	KINDRED ISLAND HOLDINGS LLC	\$52,500	\$0	\$0	\$52,500	\$0	\$900
2013	KINDRED ISLAND HOLDINGS LLC	\$52,500	\$0	\$0	\$52,500	\$0	\$900
2012	KINDRED ISLAND HOLDINGS LLC	\$52,500	\$0	\$0	\$52,500	\$0	\$900
2011	KINDRED ISLAND HOLDINGS LLC	\$52,500	\$0	\$0	\$52,500	\$0	\$900

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**Parcel Comments**

Date	Comment
04/23/13	WELL & WATER SYSTEM SHARING & EASEMENT-3144779
05/22/08	CHG OF FIRE PATROL ACREAGE FOR '09 TAX PER DNR



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Bruce Walker  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14111250005 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** 141112 LOT 05 BAL **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** 141112 LOT 05 BAL;  
**Comment:** WELL & WATER SYSTEM SHARING & EASEMENT-3144779

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$66,200	Land:	\$1,600	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$66,200</b>	<b>Total</b>	<b>\$1,600</b>	<b>Total Acres:</b>	<b>31.41000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0
03/25/05	3080560	3	69901	NELSON, STEPHEN R & KATHLEEN A	LARSON, R TERRANCE & VICKI A	\$330,000

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$66,200	\$0	\$0	\$66,200	\$0	\$1,600
2014	KINDRED ISLAND HOLDINGS LLC	\$66,200	\$0	\$0	\$66,200	\$0	\$1,600
2013	KINDRED ISLAND HOLDINGS LLC	\$66,200	\$0	\$0	\$66,200	\$0	\$1,600
2012	KINDRED ISLAND HOLDINGS LLC	\$66,200	\$0	\$0	\$66,200	\$0	\$1,600
2011	KINDRED ISLAND HOLDINGS LLC	\$66,200	\$0	\$0	\$66,200	\$0	\$1,600

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**Parcel Comments**

Date	Comment
06/02/03	SPLIT FROM PARCEL # 33554 (141112 LOT 02; 05) ON 06/02/2003



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Bruce Walker  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 79000000061 **Owner Name:** KINDRED ISLAND HOLDINGS LLC  
**DOR Code:** 81 - Resource - Agriculture **Address1:**  
**Situs:** **Address2:** P O BOX 100  
**Map Number:** OB A061 **City, State:** LEMOORECA  
**Status:** **Zip:** 93245  
**Description:** OYSTER BED A, BED 61  
**Comment:** JUDGMENT LIEN/DEFAULT JUDGMENT-3144619

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$1,500	Land:	\$1,500	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$1,500</b>	<b>Total</b>	<b>\$1,500</b>	<b>Total Acres:</b>	<b>73.05000</b>

**Ownership**

Owner's Name	Ownership %
KINDRED ISLAND HOLDINGS LLC	100 %

**Sales History**

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/08	3116184	26	78439	LARSON, R TERRANCE & VICKI A	KINDRED ISLAND HOLDINGS LLC	\$0
03/26/03	3060946	1	64985	NELSON, VIRGINIA	LARSON, VICKI A	\$0

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KINDRED ISLAND HOLDINGS LLC	\$1,500	\$0	\$0	\$1,500	\$0	\$1,500
2014	KINDRED ISLAND HOLDINGS LLC	\$1,500	\$0	\$0	\$1,500	\$0	\$1,500
2013	KINDRED ISLAND HOLDINGS LLC	\$1,500	\$0	\$0	\$1,500	\$0	\$1,500
2012	KINDRED ISLAND HOLDINGS LLC	\$1,500	\$0	\$0	\$1,500	\$0	\$1,500
2011	KINDRED ISLAND HOLDINGS LLC	\$1,500	\$0	\$0	\$1,500	\$0	\$1,500

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**Parcel Comments**

Date	Comment
04/11/13	JUDGMENT LIEN/DEFAULT JUDGMENT-3144619



# PACIFIC COUNTY WASHINGTON



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Bruce Walker  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



### Parcel

<b>Parcel#:</b>	14110150002	<b>Owner Name:</b>	LARSON, R TERRANCE & VICKI A
<b>DOR Code:</b>	83 - Resource - Agriculture Current Use	<b>Address1:</b>	
<b>Situs:</b>	2728 TOKELAND RD	<b>Address2:</b>	P O BOX 580
<b>Map Number:</b>	141101 LOT 02	<b>City, State:</b>	TOKELANDWA
<b>Status:</b>		<b>Zip:</b>	98590
<b>Description:</b>	141101 LOT 02; LOT 1		
<b>Comment:</b>	BILL OF SALE OF PERSONAL PROPERTY-3144831		

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$17,900	Land:	\$1,300	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$17,900</b>	<b>Total</b>	<b>\$1,300</b>	<b>Total Acres:</b>	<b>23.75000</b>

### Ownership

Owner's Name	Ownership %
LARSON, R TERRANCE & VICKI A	100 %

### Sales History

No Sales History

### Building Permits

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	LARSON, R TERRANCE & VICKI A	\$17,900	\$0	\$0	\$17,900	\$0	\$1,300
2014	LARSON, R TERRANCE & VICKI A	\$17,900	\$0	\$0	\$17,900	\$0	\$1,300
2013	LARSON, R TERRANCE & VICKI A	\$17,900	\$0	\$0	\$17,900	\$0	\$1,300
2012	LARSON, R TERRANCE & VICKI A	\$17,900	\$0	\$0	\$17,900	\$0	\$1,300
2011	LARSON, R TERRANCE & VICKI A	\$17,900	\$0	\$0	\$17,900	\$0	\$1,300

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### Parcel Comments

Date	Comment
04/25/13	BILL OF SALE OF PERSONAL PROPERTY-3144831
07/12/02	OS FARM
04/23/13	WELL & WATER SYSTEM & EASEMENT AGREEMENT-3144779



**PACIFIC COUNTY  
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Bruce Walker  
PACIFIC County Assessor PO Box 86 South Bend, WA 98586



**Parcel**

**Parcel#:** 14111250007 **Owner Name:** LARSON, R TERRANCE & VICKI A  
**DOR Code:** 83 - Resource - Agriculture Current Use **Address1:**  
**Situs:** **Address2:** P O BOX 580  
**Map Number:** 141112 LOT 07 **City, State:** TOKELANDWA  
**Status:** **Zip:** 98590  
**Description:** 141112 LOT 07; GOV LOTS 8-10; LS M&B  
**Comment:** BILL OF SALE OF PERSONAL PROPERTY-3144831

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$59,000	Land:	\$5,900	District:	69 -
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	Yes
Permanent Crop:	\$0	Permanent Crop:	\$0		
<b>Total</b>	<b>\$59,000</b>	<b>Total</b>	<b>\$5,900</b>	<b>Total Acres:</b>	<b>117.94000</b>

**Ownership**

Owner's Name	Ownership %
LARSON, R TERRANCE & VICKI A	100 %

**Sales History**

No Sales History

**Building Permits**

No Building Permits Available

**Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	LARSON, R TERRANCE & VICKI A	\$59,000	\$0	\$0	\$59,000	\$0	\$5,900
2014	LARSON, R TERRANCE & VICKI A	\$59,000	\$0	\$0	\$59,000	\$0	\$5,900
2013	LARSON, R TERRANCE & VICKI A	\$59,000	\$0	\$0	\$59,000	\$0	\$5,900
2012	LARSON, R TERRANCE & VICKI A	\$59,000	\$0	\$0	\$59,000	\$0	\$5,900
2011	LARSON, R TERRANCE & VICKI A	\$59,000	\$0	\$0	\$59,000	\$0	\$5,900

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**Parcel Comments**

Date	Comment
01/23/09	SPLIT FROM PARCEL # 14111250006 (141112 LOT 06) ON 01/23/2009 PER WD-3116184
01/23/09	MEMORANDUM OF OPTION AGREEMENT-3116183
04/25/13	BILL OF SALE OF PERSONAL PROPERTY-3144831

# BRUCE WALKER PACIFIC COUNTY ASSESSOR

Assessor's Office  
Courthouse  
300 Memorial Drive  
P O Box 86  
South Bend, WA 98586



PACIFIC COUNTY COURTHOUSE  
National Historic Site

Willapa Harbor Area - (360) 875-9301  
Peninsula Area - (360) 642-9301  
Naselle - (360) 484-7301  
North Cove Area - (360) 267-8301

FAX - (360) 875-9306

To Whom It May Concern:

In order to eliminate confusion and help sellers and buyers through the process the following will go into effect January 1, 2008 on all properties which are in any of the following programs. The DOR codes are available on TaxSifter and on printouts from our office. You can also call to double check with my office.

<u>DOR CODE</u> <u>CONTAINING</u>	<u>DESCRIPTION</u>
88	Designated Forest Land
83	Current Use Farm and Ag also known as Open Space Farm and Ag
94	Open Space Conservation also known as Open Space Open Space

- ▶ The attached forms must be read and signed by the parties at least one week before closing.
- ▶ There will be no more RUSH closings on any of the above classified properties.
- ▶ For Farm and Ag the sellers must provide the income information on the attached forms to the Assessor's office at least one week before closing.
- ▶ Simple timber management plans must be provided at or before closing.
- ▶ No excise tax continuation forms will be signed by this office without our review of the paperwork.

Hopefully we can use this time and the attached documents to prevent any confusion and financial surprises when selling or buying properties which are in these programs.

Sincerely,

Bruce Walker

NOTICE FOR TIMBER AND AGRICULTURE PROGRAM PROPERITES

Before signing any excise tax statement or notice of continuance the following must be read and signed and returned to the Pacific County Assessor's office.

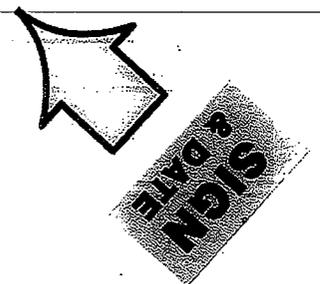
1. Signing any continuance means that you are accepting the terms and conditions of an application applied for and granted to a previous owner. You are accepting responsibility for previous years taxes even though you did not own the property at that time. You are responsible for knowing the terms and conditions of the application.
2. If you continue the entire property with no acreage held out for a building site and you decide to build you will be charged a compensating tax to remove a building site from the program. As of 1/1/2008 the compensating tax is between \$4,000 and \$8,000 for the one acre site, depending on the market and location.
3. Compensating tax on Open Space (Ag and/or Timber) is figured by going back 7 years and multiplying the market value for those years minus the current use value by the levy rate for those years. Interest and penalties are then added.
4. Compensating tax on Designated Forestland parcels over 20 acres in size is figured by multiplying the market value of the year removed by the levy rate and then going back 10 years.
5. On Farm and Ag land you MUST show income to stay in the program. If you do not produce the required income the land will be removed from the program and a compensating tax will be due. For a 5-10 acre parcel in Pacific County as of 1/1/2008 this amount is between \$5,000 and \$10,000 depending on the market and location.
6. If you purchase a large parcel which is in a Timber or Ag program and subdivide it and sell a parcel both you and the new purchaser may be liable for a compensating tax, which may be \$5,000 to \$10,000 per parcel as of 1/1/2008. You may also be liable for compensating tax on the remaining parcels when the minimum acreages are not met and/or the intent is to sell as potential building sites.
7. If you sign a continuance and 6 months later sell the property and the new owner does not want to continue in a program the compensating tax will still be calculated and due in 30 days going back 7 or 10 years even if you did not own it at that time.

BY SIGNING BELOW YOU ARE AGREEING TO CONTINUE IN A CURRENT USE (OPEN SPACE AG/TIMBER OR DESIGNATED FORESTLAND) TAX PROGRAM RESULTING IN LOWER TAXES. YOU ARE ALSO AGREEING TO ACCEPT THE TAX LIABILITY FOR PAST YEAR'S LOWER TAXES EVEN IF YOU DID NOT OWN IT DURING THOSE YEARS. THIS LIABILITY WHICH CAN BECOME A LIEN ON THE PROPERTY IS SEVERAL THOUSAND DOLLARS AS OF THE DATE BELOW

If you have ANY questions contact the Pacific County Assessor's Office - 360-875-9301

  
Signature of new owners

11/26/14  
date signed



## Pacific County Assessor's Office

### General Information about "Farm and Ag" Open Space Continuance

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

Parcel ID: See Exhibit 1

#### Information for the Buyer (and Seller):

The property you are in the process of buying is classified as **Farm and Agricultural** land under the Open Space Taxation Act, Chapter 84.34 RCW enacted in 1970.

If you wish to continue the special tax classification for the parcel there are some important facts that you should be aware of. First and foremost is: **the land must be devoted primarily to agricultural uses which will produce some type of income.** There are some specific size and income limitations that affect the agricultural use of the land. They are:

1. Any parcel of land that is twenty (20) or more acres or multiple parcels of land that are contiguous and total twenty (20) or more acres:
  - a. Devoted primarily to the production of livestock or agricultural commodities for commercial purposes, or
  - b. Enrolled in a cropland retirement program administered by the United States Department of Agriculture.
2. Any parcel of land that is five (5) acres or more but less than twenty (20) acres devoted primarily to agricultural uses and produce a gross income of at least two hundred (\$200) dollars or more per acre per year for three of the last five calendar years.
3. Any parcel of land that is less than five (5) acres devoted primarily to agricultural uses and produces a gross income of at least fifteen hundred (\$1500) dollars or more per year for three of the last five calendar years.

**Please Note: No matter the size of the parcel, the land must be devoted primarily to agricultural uses which will produce some type of income.**

If you wish to continue the special classification for this parcel there are several things you must do:

- Sign the Real Estate Excise affidavit notice of classification continuance.
- Complete and sign the Farm and Agriculture Management Plan document.
- Complete and sign the Assessor's Notice of Continuance.

By signing and completing these documents:

You are agreeing to continue the property as farm and agricultural land  
You are agreeing to assume the tax liability previously held by the seller, and  
You are agreeing to compensate the county for that same tax, interest and penalties if at sometime in the future the property is no longer meeting the farm criteria.

#### **Removal from Classification – Compensating Tax**

If you do not wish to continue the classification, you need to contact the Assessor's Office. The current owner (usually the seller) will be required to process the forms for removal from the classification program if the removal is to be completed prior to the sale. We will assist you with withdrawal of the property from the classification program. You will have to complete and sign a Request for Removal document and we will complete the process of preparing the compensating tax documents. You should be aware that:

Land which is withdrawn from classification is subject to additional tax equal to the difference between the amount of tax paid under the classification and the tax at true and fair value for the last seven years, plus interest and penalties at the statutory rate charged on delinquent property taxes.

Finally, if the parcel is a portion of a larger parcel that is being segregated and it is being removed from the classification, an official request for segregation must be filed with the Assessor's Office. The segregation must be completed before a remove can be processed on the segregated parcel.

If you have any further questions regarding the special classification or require assistance with any of the forms, please contact:

Pacific County Assessor's Office  
PO Box 86  
South Bend, WA 98586

360-875-9301 or 360-642-9301



Sign

Date

11/26/14

To be completed by the buyer

When Recorded Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Continuance**  
**Land Classified as Current Use or Forest Land**  
Chapter 84.34 and 84.33 Revised Code of Washington

Grantor(s)/Sellers: R. Terrance Larson and Vicki A. Larson

Grantee(s)/Buyers: Shoalwater Bay Tribe

Mailing Address: 2373 Old Tokeland Rd., P.O. Box 130

City, State, Zip: Tokeland WA 98590 Phone No: \_\_\_\_\_

Assessor's Parcel No: See Exhibit 1

Address: XXX Tokeland Road, Tokeland, WA

Legal Description: See Exhibit 1

Date of Sale or Transfer: 11/27/14 Date Notice of Continuance Received by Assessor: \_\_\_\_\_

Reference numbers of documents assigned or released: \_\_\_\_\_

Interest in property:  Fee Owner  Contract Purchaser  Other

If the new owner(s) of land classified as current use or designated as forest land wishes to continue the classification or designation, the new owner(s) must sign the last page of this form. A signature is not required if land is transferred to an owner who is an heir or devisee of a deceased owner or transferred by a transfer on death deed and the new owner wants to continue classification or designation. The county assessor must then determine if the land continues to qualify. The county assessor has 15 calendar days, from the date all documentation is received, to determine whether the land will continue to qualify. All new owners must sign before the conveyance is recorded or filed. If the new owner(s) do(es) not desire to continue the classification or designation, all additional tax, interest, and penalty or compensating tax calculated pursuant to RCW 84.34.108 or RCW 84.33.140, will be due and payable by the seller or transferor at the time of sale. Payment in full is required before the conveyance can be recorded or filed.

**For Official Office Use Only**

Transfer Document \_\_\_\_\_

Real Estate Excise Tax No: \_\_\_\_\_

To ask about the availability of this publication in an alternate format for the visually impaired, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

**A. CLASSIFICATION UNDER CHAPTER 84.34 RCW.** I/we request that this land retain the current use classification as  Open Space Land  Farm & Agricultural Land  Timber Land and I am/we are aware of the following land use classifications;

**1. OPEN SPACE LAND MEANS EITHER:**

- a. any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or
- b. any land area, the preservation of which in its present use would: (i) conserve and enhance natural or scenic resources; (ii) protect streams or water supply; (iii) promote conservation of soils, wetland, beaches, or tidal marshes; (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space; (v) enhance recreation opportunities; (vi) preserve historic sites; (vii) preserve visual quality along highway, road, and street corridors or scenic vistas; or (viii) retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification; or
- c. any land that meets the definition of farm and agricultural conservation land. "Farm and agricultural conservation land" is either; (i) land that was previously classified as farm and agricultural land under RCW 84.34.020(2) that no longer meets the criteria and is reclassified as open space under RCW 84.34.020(1); or (ii) land that is traditional farmland that is not classified under chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture.

**2. FARM AND AGRICULTURAL LAND MEANS EITHER:**

- a. any parcel of land or contiguous parcels of land that are twenty or more acres: (i) devoted primarily to the production of livestock or agricultural commodities, for commercial purposes; or (ii) enrolled in the federal conservation reserve program or its successor administered by the United States Department of Agriculture; or (iii) other similar commercial activities as may be established by rule; or
- b. any parcel of land or contiguous parcels of land that are at least five acres but less than twenty acres devoted primarily to agricultural uses which has:  
Produced a gross income equal to two hundred dollars or more per acre per year for three out of the five calendar years preceding the date of application for classification under chapter 84.34 RCW;  
Standing crops with an expectation of harvest within seven years and a demonstrable investment in the production of those crops equivalent to one hundred dollars or more per acre in the current or previous year; or  
Standing crops of short rotation hardwoods with an expectation of harvest within fifteen years and a demonstrable investment in the production of those crops equivalent to one hundred dollars or more per acre in the current or previous year;  
For the purposes listed above, "gross income from agricultural uses" includes, but is not limited to, the wholesale value of agricultural products donated to nonprofit food banks or feeding programs;
- c. any parcel of land less than five acres devoted primarily to agricultural uses which has produced a gross income equal to fifteen hundred dollars or more per year for three out of the five calendar years preceding the date of application for classification under chapter

84.34 RCW;

"Commercial agricultural purposes" means the use of land on a continuous and regular basis, prior to and subsequent to application for classification or reclassification, that demonstrates that

the owner or lessee is engaged in and intends to obtain through lawful means, a monetary profit from cash income by producing an agricultural product. In addition, commercial agricultural purposes include the following uses of agricultural land:

- Land, one to five acres which is not contiguous (in this context, means non adjoining/touching) to a classified parcel, that constitutes an integral part of the farming operation being conducted on the land qualifying as "farm and agricultural land."
  - Land, not to exceed twenty percent of classified land, that has incidental uses compatible with agricultural purposes, and also the land on which appurtenances necessary to the production, preparation or sale of the agricultural products exist in conjunction with the lands producing such products.
  - Land used primarily for equestrian-related activities, for which a charge is made, including, but not limited to, stabling, training, riding, clinics, schooling, shows, or grazing for feed.
  - Land on which the principal place of residence of the farm operator or owner of land or housing for employees is sited if the farm and agricultural land is classified pursuant to RCW 84.34.020(2)(a), if the residence or housing is on or contiguous to the classified parcel, and the use of the residence or housing is integral to the use of the classified land for agricultural purposes.
  - Any land primarily used for commercial horticultural purposes, whether under a structure or not. Land cannot be primarily used for the storage, care, or selling of plants purchased from other growers for retail sale or covered by more than 20 percent pavement if the primary use is growing plants in containers. If the primary use of the land is growing plants in containers and the land used for this purpose is less than five acres, the land will not qualify for classification if more than 25 percent is open to the general public for on-site retail sales.
3. **TIMBER LAND MEANS** any parcel or contiguous parcels of land five or more acres devoted primarily to the growing and harvesting of forest crops for commercial purposes. Timber land means the land only and does not include a residential home site. The term includes land used for incidental uses that are compatible with the growing and harvesting of timber but no more than ten percent of the land may be used for such incidental uses. It also includes the land on which appurtenances necessary for the production, preparation, or sale of the timber products exist in conjunction with land producing these products.

I/we declare that I am/we are aware of the liability of withdrawal or removal of this land from classification to the following extent:

1. If the owner has filed the proper two year notice to withdraw the classified land and the land has been classified for a minimum of ten years, he/she will pay an amount equal to the difference between the tax computed on the basis of "current use" and the tax computed on the basis of true and fair value plus interest at the same statutory rate charged on delinquent property taxes. The additional tax and interest must be paid for the preceding seven tax years. This provision will not apply if there is a pending merger of a county's timber land classification and designated forest land program and the merger will occur prior to the date of withdrawal. If this occurs, the owner can choose to: (1) request immediate removal of the land from the timber land classification, (2) request immediate removal, after the merger, of the land from the designated forest land program, or (3) request the assessor to remove the land from the designated forest land program once two assessment years have passed following the receipt of the notice to withdraw. These removals will still be subject to the additional tax, interest, and penalty, or compensating tax.

2. If land is removed from classification and the removal does not meet one of the exceptions listed in (3) below, the additional tax and interest described in 1 above plus a penalty of twenty percent on the sum of the additional tax and interest will be imposed on the owner. The additional tax, interest, and penalty must be paid for the preceding seven tax years and from January 1 of the year of removal up to the date of removal.
3. The additional tax, interest, and penalty will not be imposed if the withdrawal or removal from classification resulted solely from:
  - a. transfer to a government entity in exchange for other land located within the state of Washington;
  - b. a taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of this power, said entity having manifested its intent in writing or by other official action;
  - c. a natural disaster such as a flood, windstorm, earthquake, or other calamity rather than by virtue of the act of the landowner changing the use of the classified land;
  - d. official action by an agency of the state of Washington or by the county or city within which the land is located that disallows the present classified use of the land;
  - e. transfer of land to a church when the land would qualify for exemption pursuant to RCW 84.36.020;
  - f. acquisition of property interests by a state agencies or agencies or organizations qualified under RCW 64.04.130 and RCW 84.34.210 for the purposes enumerated in those sections;
  - g. removal of classified farm and agricultural land under RCW 84.34.020(2)(f) on which the principal residence of the farm operator or owner or housing for employees is located;
  - h. removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i. the creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
  - j. the creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k. The sale or transfer within two years after the death of an owner with at least a fifty percent interest in the land if the land has been continuously assessed and valued as designated forest land under chapter 84.33 RCW or classified under chapter 84.34 RCW since 1993 and the individual(s) or entity(ies) receiving the land from the deceased owner is selling or transferring the land. The date of death shown on a death certificate is the date used; or
  - l. The discovery that the land was classified in error through no fault of the owner.

**B. CLASSIFICATION UNDER CHAPTER 84.33 RCW.**  I/we request that this land retains its designation as forest land and I am/we are aware of the following definition of forest land. FOREST LAND is synonymous with designated forest land and means any parcel of land or contiguous parcels of land at least five acres that is primarily devoted to and used for growing and harvesting timber and means the land only.

I/we declare that I am/we are aware of the liability of removal of this land from designated forest land and upon removal a compensating tax will be imposed that is equal to the difference between the amount of tax last levied on the land as "forest land" and an amount equal to the new assessed valuation of the land as of January 1 of the year of removal, multiplied by the dollar rate of the last levy extended against the land, multiplied by a number, not greater than nine, equal to the number of years the land was designated as forest land. Compensating tax will also be due on the land from January 1 of the year the designation is removed up to the removal date.

The compensating tax will not be imposed if the removal of designation resulted solely from:

- a. transfer to a government entity in exchange for other forest land located within the state of Washington;

- b. a taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of this power based on official action taken by the entity and confirmed in writing;
- c. a donation of fee title, development rights, or the right to harvest timber, to a government agency or organization qualified under RCW 84.34.210 and 64.04.130 for the purposes enumerated in those sections;
- d. the sale or transfer of fee title to a governmental entity or a nonprofit nature conservancy corporation, as defined in RCW 64.04.130, exclusively for the protection and conservation of lands recommended for state natural area preserve purposes by the natural heritage council and natural heritage plan as defined in chapter 79.70 RCW or approved for state natural resources conservation area purposes as defined in chapter 79.71 RCW, or for acquisition and management as a community forest trust as defined in chapter 79.155 RCW. At such time as the land is not used for the purposes enumerated, the compensating tax will be imposed upon the current owner;
- e. the sale or transfer of fee title to the parks and recreation commission for park and recreation purposes;
- f. the creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
- g. the creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
- h. the sale or transfer within two years after the death of an owner with at least a fifty percent interest in the land if the land has been continuously assessed and valued as designated forest land under chapter 84.33 RCW or classified under chapter 84.34 RCW since 1993 and the individual(s) or entity(ies) receiving the land from the deceased owner is selling or transferring the land. The date of death shown on a death certificate is the date used;
- i. the discovery that the land was designated in error through no fault of the owner; or
- j. a transfer of a property interest, in a county with a population of more than six hundred thousand inhabitants or in a county with a population of at least two hundred forty-five thousand inhabitants that borders Puget Sound as defined in RCW 90.71.010, to a government entity, or to a nonprofit historic preservation corporation or nonprofit nature conservancy corporation, as defined in RCW 64.04.130, to protect or enhance public resources, or to preserve, maintain improve, restore, limit the future use of, or otherwise to conserve for public use or enjoyment, the property interest being transferred. At such time as the land is not used for the purposes enumerated, the compensating tax will be imposed upon the current owner.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

**Please describe how you intend to use the land for continued classification or designation:\***

Continued agricultural uses

**\*The assessor may require additional information from the seller(s) and/or Buyer(s) to determine whether the land will continue to qualify for classification or designation.**

**\*The assessor may require additional information from the seller(s) and/or buyer(s) to determine whether the land will continue to qualify for classification or designation.**

Is there a reclassification pending for this parcel(s)?

Yes  No

If yes, have you notified the granting authority, in writing, that you wish to continue with the reclassification process?

Yes  No

If yes, do you understand your rights and responsibilities if the reclassification is approved or denied?

Yes  No

Buyer's Signature

Date

Address

Buyer's Signature

Date

Address

11/26/14

**Assessor Use Only**

Does the parcel(s) subject to this document meet the qualifications for classification/designation continuance?  Yes  No

Assessor Signature

Date

If the parcel(s) subject to this document is/are considered contiguous, as defined in RCW 84.33.035(4) or RCW 84.34.020(6), with other parcels having different ownerships, then verify the following information with the purchaser:

- The parcel(s) subject to this document will be managed as part of a single operation with the other parcels having different ownerships.
- The new purchaser meets the definition of "family" as defined in RCW 84.34.020(6)(b)(ii) with the owner of an adjoining parcel.

**SIGN & DATE**



Pacific County  
Assessor's Office  
360-875-9301

**Farm and Agricultural Management Plan**  
For Purchasers Wishing To Continue in the Current Use  
Classification  
Pursuant to RCW 84.34

*For Office Use Only*  
Date Received \_\_\_\_\_  
Received by \_\_\_\_\_

Purchaser(s)/New Property Owner(s): *Please fill out the following*

<i>Owner Name(s),</i> <u>The Shoalwater Bay Indian Tribe</u>	<i>Parcel Number(s)</i> <u>See Exhibit 1</u>	<i>Total Acres</i> _____
<u>2373 Old Tokeland Rd.</u>	_____	_____
<u>Tokeland, WA 98590</u>	_____	_____

Mailing Address (Number/Street/City/State/Zip Code) P.O. Box 130, Tokeland, WA 98590  
Property Address (Number/Street/City) \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

Legal Description: See Exhibit 1

Will you be using eighty percent (80%) or more of this property for commercial/agricultural purposes? Yes  No   
Are all parcels involved in this transaction contiguous? Yes  No   
Do you have any adjoining agricultural property (not involved in this transaction) in the current use program? Yes  No

*All farm equipment (including irrigation system) is taxable.  
This includes hobby farms, personal use & commercial farm equipment.*

Do you own farm equipment that is located in Pacific County? Yes  No   
Do you report your personal property to Pacific County? Parcel # \_\_\_\_\_ Yes  No   
Will you be bringing any farm equipment into Pacific County? Yes  No

*Please select the following category (s) that describe the primary use of the land.*

Raising, Harvesting and Selling lawful crops	Acres Used: _____
Types of Crops: <u>no</u>	_____
Feeding, Breeding, Managing & Selling livestock, poultry, etc.	Acres Used: _____
Types of Animal: <u>no</u>	Number of Animals: _____
Dairying or Selling of Dairy Products	Acres Used: _____
Type of Product(s): <u>no</u>	_____
Aquaculture Production	Acres Used: _____
Type of Product(s): <u>no</u>	_____
Enrolled in C.R.P.	Acres Used: _____

What are your goals and objectives for the five years after purchase?

1 <sup>st</sup> Year	<u>Preserve the Environment</u>
2 <sup>nd</sup> Year	<u>  </u>
3 <sup>rd</sup> Year	<u>  </u>
4 <sup>th</sup> Year	<u>  </u>
5 <sup>th</sup> Year	<u>  </u>

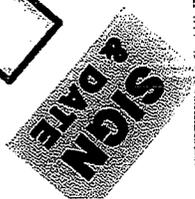
Estimate your commercial/agricultural income for the five years after purchase.

1 <sup>st</sup> Year	<u>0</u>	2 <sup>nd</sup> Year	<u>0</u>	3 <sup>rd</sup> Year	<u>0</u>	4 <sup>th</sup> Year	<u>0</u>	5 <sup>th</sup> Year	<u>0</u>
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By signing, I (we) acknowledge that I will be using this property for commercial/agricultural usage. If I do not use this property for commercial/agricultural purposes, I understand I will be subject to compensating taxes and penalties as per RCW 84.34.108.

[Signature] Purchaser Signature Date: 11/26/14  
*For The Shoalwater Bay Indian Tribe*  
Purchaser Signature  
Purchaser Signature Date: \_\_\_\_\_

Current Use Agricultural Plan



**EXHIBIT 1**  
**TO NOTICE OF CONTINUANCE AND**  
**FARM AND AGRICULTURAL MANAGEMENT PLAN**

**Assessor's Tax Parcel Numbers and**  
**Legal Description**

**ASSESSOR TAX PARCEL NUMBERS**

14110132005; 14110123006; 14111155457; 14111250004; 14111250006; 14111355095;  
14110250004; 14111232023; 14111350002; 14100750001; 14111250003; 78029012027;  
78029024022; 14110542000; 14111234025; 14111255094; 14111243022; 14111350001;  
14110241005; 14110242004; 14111155399; 14110214006; 14110250002; 14110255280;  
14111232009; 14111250005; 78029019009; 79000000061; 14100755397; 14110150002;  
14111250007; 14110155419; 14110155160

UPLANDS IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 11 WEST OF W.M., PACIFIC COUNTY, WASHINGTON, THE FOLLOWING:

**PARCEL 2:**

The West half of Government Lot 3 lying Southerly of State Route 105 as the same was conveyed by deed filed in Volume 174 at page 291.

**PARCEL 3:**

That portion of Lot 5 and the East 660 feet of Lot 4, described as follows:  
Beginning at a point on the North line of said Lot 4 which is North 89° 49' 38" West 172.89 feet from the Northeast corner of said Lot 4;  
thence South 23° 43' 57" West 94.96 feet;  
thence South 01° 36' 18" West 117.54 feet;  
thence South 26° 34' 42" East 57.35 feet;  
thence South 36° 27' 35" West 193.78 feet;  
thence South 00° 29' 40" West 86.54 feet;  
thence South 33° 13' 36" West 136.44 feet;  
thence North 71° 28' 21" West 79.70 feet;  
thence North 85° 08' 54" West 113.56 feet;  
thence South 27° 00' 57" West 90.04 feet;  
thence South 46° 31' 27" East 131.71 feet;  
thence South 25° 58' 48" East 169.01 feet;  
thence South 37° 18' 20" East 177.57 feet;  
thence South 54° 49' 56" East 142.36 feet;  
thence South 49° 18' 01" East 151.29 feet;  
thence South 69° 27' 37" East 106.28 feet;  
thence South 61° 57' 50" East 110.30 feet;

thence South 53° 00' 55" East 198.84 feet;  
thence South 72° 55' 45" East 154.31 feet;  
thence North 70° 22' 11" East 133.23 feet;  
thence North 70° 58' 48" East 190.86 feet;  
thence North 66° 43' 17" East 164.84 feet;  
thence North 75° 36' 14" East 154.64 feet;  
thence North 14° 24' 31" East 65.19 feet;  
thence South 77° 24' 49" East 255.20 feet, more or less, to the high water line of Willapa Bay (the South line of Lots 4 and 5); thence Southwesterly, Westerly and Northwesterly along said line to its intersection with a line 660 feet Westerly of and parallel to the East line of said Lot 4;

thence North, along said parallel line, to the North line of said Lot 4;  
thence South 89° 49' 38" East 487.11 feet, more or less, to the point of beginning.

ALSO Government Lot 4 EXCEPT the East 660 feet thereof.

**IN SECTION 2, TOWNSHIP 14 NORTH, RANGE 11 WEST OF W.M., PACIFIC COUNTY, WASHINGTON THE FOLLOWING:**

**PARCEL 4:**

That portion of Lot 7 lying South of the right-of-way of Secondary State Highway No. 13-A, now State Route 105, as described in Right-of-Way Deed, dated January 22, 1958 filed in Volume 175 at page 86.

**PARCEL 5:**

That portion of the North 660 feet of Lot 4 lying South of the right-of-way of Secondary State Highway No. 13-A, now State Route 105, as described in Right-of-Way Deed, dated January 22, 1958 filed in Volume 175 at page 86.

**PARCEL 6:**

That portion of the North 330 feet of Lot 6 lying South of the right-of-way of Secondary State Highway No. 13-A, now State Route 105, as described in a Right-of-Way Deed, dated January 22, 1958 filed in Volume 175 at page 86.

**PARCEL 7:**

Government Lot 6, EXCEPT any portion in the North 330 feet;

Government Lot 3 lying South of the right-of-way of State Route 105 (formerly 13-A), as conveyed in Volume 174 at page 15;

AND ALSO Government Lot 2, EXCEPT any portion as conveyed to Shoalwater Tribe in Volume 9405 at page 657;

EXCEPTING FROM SAID Lot 3 the following:

Beginning at a point on the Southeasterly right of way of State Route No. 105, said point being 100 feet right of Highway Engineer's Station 38+00.0 per plans titled North Cove to North River and dated May 14, 1957;

thence along said right-of-way, South 72° 41' 00" West, 371.00 feet;

thence South 17° 41' 00" East, 169.00 feet;

thence South 62° 41' 00" East, 103.24 feet;

thence North 72° 19' 00" East, 298.00 feet;

thence North 17° 41' 00" West, 242.00 feet to the point of Beginning.

**PARCEL 8:**

Government Lot 5;

Government Lot 4, EXCEPT any portion in the North 660 feet and EXCEPT any portion as may lie in State Route 105 (formerly 13-A), as conveyed in Volume 174 at page 15;

**PARCEL 11:**

A) All tidelands of the second class as conveyed by the State of Washington situate in front of, adjacent to or abutting upon Lots 2 and 3 of Section 2, Township 14 North, Range 11 West of W.M., Pacific County, Washington, with a frontage of 51.57 lineal chains as measured along the meander line, according to the Government field notes thereof.

B) The following described tidelands of the second class, situate in Pacific County, Washington, to-wit:

The tidelands of the second class, owned by the State of Washington situate in front of, adjacent to or abutting upon that part of Lot 1 lying Southeasterly of the Northwesterly 1140 feet of said Lot, as measured along the meander line, and in front of, adjacent to or abutting upon that part of Lot 2 lying West of the East line of said Lot 1 produced South across said Lot 2, all in Section 11, Township 14 North, Range 11 West, W.M., with a frontage of 24.36 lineal chains, more or less.

Excepting however, any portion of said tidelands, that may be included in a Tract of Oyster land, deeded by the State of Washington, February 7, 1911 to Max Bode under application No. 3748.

AND EXCEPTING all tidelands of the second class extending to mean low water abutting the following described tract:

Beginning at a point on the Southerly right-of-way line of the Aberdeen-Tokeland Road, which is South 55° 10' East 620.8 feet from the North line of Section 11, Township 14 North, Range 11 West of W.M., thence South 30° 20' West 490 feet more or less to the meander line of Willapa Bay;

thence South 47° East along said meander line 300 feet,

thence North 30° 20' East 490 feet, more or less to the Southerly right-of-way line of said

Aberdeen- Tokeland Road,

thence North 55° 10' West 300 feet to the place of beginning.

ALSO EXCEPTING tidelands of the second class conveyed in Quit Claim Deed recorded October 21, 1987 in Volume 8710 at page 678.

**PARCEL 23:**

That portion of Government Lot 1, Section 12, Township 14 North, Range 11 West of W.M., lying Northerly of the North right-of-way line of Tokeland Road and Easterly of the following described line: Beginning at a point on the Northerly right-of-way line of the County Road to Tokeland and, said point being South 1080.47 feet and East 693.23 feet from the Northwest corner of said Government Lot 1, and being the Southeast corner of a tract of land conveyed to Richard D. Branshaw by deed recorded in Volume 147 of Deeds at page 198; thence South 59° 47' East 250.0 feet along said Northerly right-of-way line to the true point of beginning of the description of the aforementioned line; thence North 30° 13' East 218.26 feet; thence North 45° 55' 24" East a distance of 436.43 feet to the terminus of said line.

Situated in Pacific County, Washington.

EXCEPTING Parcel 1 of Short Plat No. 93-05 as filed in Volume 2 of Short Plats at page 7.

ALSO EXCEPTING an additional portion conveyed to Tom and Anne Silvis in instrument recorded April 13, 2000 under Auditor's File No. 3035223.

AND ALSO EXCEPTING that portion lying Southeasterly of the Southeasterly line of that certain easement shown on survey recorded in Book 14 of Surveys at page 78, records of Pacific County, Washington.

**PARCEL 24:**

Lot 4 of Section 12, Township 14 North, Range 11 West of W.M., Pacific County, Washington, EXCEPTING THEREFROM any portion of vacated Holcomb Street,

ALSO EXCEPTING THEREFROM any portion of vacated Block 8 of First Addition to Tokes Point.

AND ALSO EXCEPTING those portions conveyed to Kimberlee A. Poulsen McConkey in instrument recorded August 4, 2000 under Auditor's File No. 3037830, and instrument recorded April 12, 2002 under Auditor's File No. 3052019

**PARCEL 25:**

Government Lot 5 of Section 12, Township 14 North, Range 11 West of W.M., Pacific County, Washington,

EXCEPTING THEREFROM that portion lying within vacated Block 8 of First Addition to Tokes Point or within the vacated streets and alleys in said vacated Block 8.

ALSO EXCEPTING those portions conveyed to Kimberlee A. Poulsen McConkey in instrument recorded August 4, 2000 under Auditor's File No. 3037830; and in instrument recorded April 12, 2002 under Auditor's File No. 3052019.

**PARCEL 13:**

All tidelands of the second class as conveyed by the State of Washington situate in front of, adjacent to or abutting upon Lots 3 and 4 of Section 12, Township 14 North, Range 11 West of W.M., having a total frontage of 50.78 lineal chains, EXCEPTING the Easterly 10 chains thereof.

**PARCEL 17:**

Government Lot 1 in Section 13, Township 14 North, Range 11 West of W.M.; EXCEPT any portion thereof contained within the following:  
Beginning at the Southwest corner of Block 3 of the First Addition to Tokes Point, per plat thereof filed in Volume D-2 of Plats at page 105, records of Pacific County, Washington; thence Southwesterly and in line with the Northwesterly boundary of said block to an intersection with the meander line of Willapa Bay; thence Southeasterly along said meander line 400 feet, more or less, to an intersection with the Southeasterly boundary line of said block if extended Southwesterly; thence Northeasterly to the Southeast corner of said Block 3; thence Northwesterly along the Southwest boundary line of said Block 3, a distance of 400 feet to the place of beginning, being a portion of Government Lots 1 and 2 in Section 13, Township 14 North, Range 11 West of W.M.

**PARCEL 29:**

Beginning at the Southwest corner of Block 23, Plat of Toke's Point; thence Westerly along the North line of Kindred Avenue, 920 feet to the true point of beginning of this description; thence at right angles in a Northeasterly direction 1120 feet; thence at right angles in a Southeasterly direction 920 feet; thence at right angles in a Southwesterly direction 851.67 feet; thence North 59° 40' 00" West 188.39 feet; thence North 22° 31' 30" East 173.28 feet; thence North 59° 40' 00" West 517.62 feet; thence South 30° 20' 00" West 440 feet; thence Westerly along the North line of Kindred Avenue 190.17 feet to the true point of beginning.  
Situate in Pacific County, Washington.  
LESS any portion lying within Government Lot 4 of Section 12, Township 14 North, Range 11 West of W.M.

**PARCEL 30:**

Government Lot 3 of Section 12, Township 14 North, Range 11 West of W.M., lying Northerly of the centerline of Wheeler Avenue, Westerly of the centerline of 3rd Street and Northerly of the centerline of Holcomb Avenue, in the Plat of Toke's Point.  
EXCEPTING THEREFROM Lots 31 and 32 and half of the alley in Block 17 of Tokes Point, per plat thereof on file in the office of the Auditor of Pacific County, Washington.

ALSO EXCEPTING the West half of 3rd Avenue and the North half of Wheeler Avenue of the Plat of Toke's Point adjacent to the aforementioned Lots 31 and 32 in Block 17.  
AND ALSO EXCEPTING Lots 9 through 16 in Block 19 of Tokes Point.

**PARCEL 31:**

That portion of the Southwest Quarter of the Southeast Quarter of Section 12, Township 14 North, Range 11 West, W.M., lying South of Government Lot 4, Northerly of vacated Block 7 of First Addition to Tokes Point and Westerly of the Northerly extension of the East line of 7th Avenue. Situate Pacific County, Washington.

**PARCEL 12:**

Tidelands of the State of Washington, commonly known as Oyster Bed A-61, more particularly described as follows:

Beginning at the initial point, from which the corner to Sections 12, 13, 7 and 18 in Township 14 North, Ranges 10 and 11 West of W.M., Pacific County, Washington, bears South 79°13" East 108.78 chains distant, and the meander corner to Sections 13 and 18, same township and ranges, bears South 68°23' East 114.94 chains distant;  
thence runs South 2°50' West 11.44 chains; thence West 52.00 chains;  
thence North 5° East 18.00 chains;  
thence South 82°44' East 51.41 chains to the place of beginning, according to the map and field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

**PARCEL 14:**

The Tidelands of the Second Class owned by the State of Washington, within the following:

Beginning at the Meander Corner to fractional Section 13 and Section 18, Township 14 North, Ranges 10 and 11 West of W.M.;  
thence following the Government meander line North 86°30" West 16.60 chains;  
thence North 61°45' West 23.55 chains to the terminus being a total frontage of 40.15 chains;  
EXCEPT such portion of Tidelands situate in front of portions of Blocks 13, 14 and 25 of Tokes Point and portion of Block 1 of First Addition to Tokes Point.

**PARCEL 15:**

The Tidelands of the Second Class owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of Government Lot 3, Section 11, Township 14 North, Range 11 West of W.M., lying South of the Southeasterly line of Lot 45, Nelson's Tracts, a recorded Plat in said Section 11.

ALSO, the Tidelands of the Second Class owned by the State of Washington, situate in front of,

adjacent to or abutting upon that portion of Lot 22 of Nelson's Tracts a recorded Plat in said Section 11, Township 14 North, Range 11 West of W.M., lying West of the East line of Government Lot 1 in Section 11, extended South to the Southwesterly line of Government Lot 2, said Section 11.

**PARCEL 19:**

That portion of Government Lot 2, Section 12, Township 14 North, Range 11 West of the W.M., lying Southwesterly of the First Addition to Tokes Point and Parcel Numbers 141112 001; 141112 002; 41112 003; 141112 003 E50'; 141112 005; 141112 006 in Pacific County, Washington, described as follows:

Beginning at the Southwest corner of Block 11 of Said Addition, being the true point of beginning which falls North  $77^{\circ} 13' 28''$  West 3,423.33 feet from the Southeast corner of said Section 12; thence South  $57^{\circ} 34' 36''$  East 200 feet along the Southerly line of said Addition to the Northwest corner of Parcel 141112 005  
thence South  $32^{\circ} 25' 24''$  West 120.00 feet to the Southwest corner of Parcel 141112 005;  
thence South  $57^{\circ} 34' 36''$  East 100.00 feet to the Southeast corner of Parcel 141122 005;  
thence North  $32^{\circ} 25' 24''$  East 70.00 feet along the Easterly line of Parcel 141112 005 to the Southwest  
corner of Parcel 141112 003;  
thence South  $57^{\circ}35'36''$  East 50.00 feet to the Southeast corner of Parcel 141112 003 and the Southwest corner of Parcel 141112 003 E 50 feet to the Southeast corner of Parcel 141112 003 East 50';  
thence North  $32^{\circ}25'24''$  East 50.00 feet to the Northeast corner of Parcel 141112 003 East 50' and the Southerly line of said Addition;  
thence South  $57^{\circ}34'36''$  East 110.00 feet along the Southerly line of said Addition to the Northwest corner of Parcel 141112 002;  
thence South  $32^{\circ}25'24''$  West 120.00 feet to the Southwest corner of Parcel 141112 002;  
thence South  $57^{\circ}34'36''$  East 100.00 feet to the Southeast corner of Parcel 141112 002;  
thence North  $32^{\circ}25'24''$  East 120.00 feet to the Northeast corner of Parcel 141112 002 and the Southerly line of said addition;  
thence South  $57^{\circ}34'36''$  East 50.00 feet along the Southerly line of said addition to the Northwest corner of Parcel 141112 006;  
thence South  $32^{\circ}25'24''$  West 100.00 feet to the Southwest corner of Parcel 141112 006; thence South  $57^{\circ}34'36''$  East 100.00 feet to the Southeast corner of Parcel 141112 006 and the Southwest corner of Parcel 141112 001;  
thence South  $57^{\circ}34'36''$  East 100.00 feet to the Southeast corner of Parcel 141112 001;  
thence North  $32^{\circ}25'24''$  East 60.97 feet along the Easterly line of Parcel 141112 001 to the Easterly line of said Government Lot 2;  
thence South  $1^{\circ}37'47''$  West 179.47 feet along the Easterly line of said Government Lot 2 to the South line of said Section  
thence North  $88^{\circ}11'10''$  West 928.62 feet along the South line of said Section to the meander corner; thence North  $55^{\circ}50'33''$  West 152.72 feet along the Meander line to a point on the Southerly extension of the Westerly line of said Addition;  
thence North  $32^{\circ}25'24''$  East 661.41 feet to the Southwest corner of said Addition and the true

point of beginning.

Said Parcel as recorded February 28, 1997 in Book 10 of Surveys at page 159, Auditor's File No. 3006904.

EXCEPTING those portions conveyed under Auditor's File No. 3055183; 3065391 and 3066720.

**PARCEL 21:**

The South half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter in Section 5, Township 14 North, Range 11 West of W.M., Pacific County, Washington.

**PARCEL 26:**

Lots 27 to 30, both inclusive, in Block 12 of Tokes Point, according to the plat thereof on file in the office of the Auditor of Pacific County, Washington.

TOGETHER WITH the North 25 feet of vacated Fisher Avenue, acquiring thereto as vacated in Commissioners Journal Volume 13 at Page 504.

**PARCEL 27:**

Lots 22 and 23 in Block 24 of Tokes Point, according to the plat thereof on file in the office of the Auditor of Pacific County, Washington.

TOGETHER WITH the North 25 feet of vacated Fisher Avenue, acquiring thereto as vacated in Commissioners Journal Volume 13 at page 504.

**PARCEL 18B:**

Government Lot 6 in Section 12, Township 14 North, Range 11 West of W.M., Pacific County, Washington.

**PARCEL 32:**

All that portion of Government Lot 3 in Section 13, Township 14 North, Range 11 West of W.M., Pacific County, Washington, as may lie Northerly of the Plat of Tokes Point, per plat thereof on file in the Office of the Auditor of Pacific County, Washington;

ALSO that portion of Government Lots 2 and 3 in Said Section 13 as may lie Southerly of the Plat of Tokes Point and the Plat of First Addition to Tokes Point, per plat thereof on file in the Office of the Auditor of Pacific County;

EXCEPT THE FOLLOWING:

Beginning at the Southwest corner of Block 3 of the First Addition to Tokes Point, per plat thereof filed in Volume D-2 of Plats at page 105, records of Pacific County, Washington; hence Southwesterly and in line with the Northwesterly boundary of said block to an intersection with the meander line of Willapa Bay;

thence Southeasterly along said meander line 400 feet, more or less, to an intersection with the Southeasterly boundary line of said block if extended Southwesterly;

thence Northeasterly to the Southeast corner of said Block 3;  
thence Northwesterly along the Southwest boundary line of said Block 3, a distance of 400 feet to the place of beginning, being a portion of Government Lots 1 and 2 in Section 13, Township 14 North, Range 11 West of W.M.

AND ALSO EXCEPTING those portions conveyed in Volume 9410 at page 70.

**PARCEL 20:**

Government Lot 1 in Section 7, Township 14 North, Range 10 West of W.M., Pacific County, Washington,

EXCEPTING THEREFROM the following described Tracts:

Commencing at the United States Government meander corner to fractional Sections 7 and 12, Township 14 North, Range 10 West of W.M.,

thence East along said meander line a distance of 800 feet to the point of beginning;

thence from said point of beginning, East and along the following said meander line a distance of 700 feet;

thence South 35° 15' West 311 feet;

thence at right angles and parallel with said meander line West a distance of 700 feet;

thence North 35° 15' East 311 feet to the true point of beginning

AND EXCEPTING THEREFROM

Commencing at a point on the Section line between Sections 7 and 18, Township 14 North, Range 10 West, W.M., at a point which is 1411.99 feet East of the corner to Sections 7, 18, 12 and 13, Township 14 North, Range 10 and 11 West of W.M.;

thence West 156 feet along the Section line between Sections 7 and 18;

thence North 35° 15' East 330 feet, more or less to a point on the mean high water line; thence South 72° 15' East 286 feet along mean high water line;

thence South 36° 38' East 234.0 feet more or less, to a point on the said Section line between Sections 7 and 18;

thence West 468.0 feet more or less to the point of beginning.

AND EXCEPTING THEREFROM

That portion of Government Lot 1 in Section 7, Township 14 North, Range 10 West, Pacific County, Washington, described as follows:

Beginning at the meander corner common to Sections 7 and 18, of said Township and Range;

thence West along the South line of said Lot 1 a distance of 205 feet, more or less to the Easterly boundary line of the tract of land conveyed to Daniel Catino and Harry G. Olsen under deed dated June 29, 1926, recorded in Volume 96 of Deeds at page 112, records of Pacific County, Washington.;

thence North 36° 38' West along said Easterly boundary line to an intersection with the Government meander line in front of said Lot 1;

thence Southeasterly along said meander line 290 feet, more or less, to the place of beginning.

**PARCEL 33:**

Lots 9 through 16, inclusive, Block 19, Tokes Point, according to the plat recorded in Volume "D" of Plats, at page 47, records of Pacific County, Washington.

**Parcel 34:**

Government Lots 1 and 2;

IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 11 WEST OF W.M., PACIFIC COUNTY, WASHINGTON.

**PARCEL 35:**

Government Lots 7, 8, 9 and 10;

IN SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 WEST OF W.M., PACIFIC COUNTY, WASHINGTON.

**PARCEL 36:**

TIDELANDS:

1) All tidelands of the second class as conveyed by the State of Washington situate in front of, adjacent to or abutting upon Lots 1, 2 and 3 of Section 1; Lots 4, 5, 6 and 7 of Section 2; Lots 4 and 5 of Section 11; Lots 7, 8, 9 and 10 of Section 12 all in Township 14 North, Range 11 West of W.M., and Lot 2 of Section 7 Township 14 North, Range 10 West of W.M.,

EXCEPTING those portions of the tidelands included in Oyster Tracts previously conveyed by the State of Washington, having a total frontage of 294.26 lineal chains, more or less, subject to any easement which may be required by the construction of the proposed Olympia, Grays Harbor, Willapa Harbor, Columbia River Ship Canal.

2) All tidelands of the second class as conveyed by the State of Washington situate in front of, adjacent to or abutting upon Lots 4, 5 and 6 of Section 1, Township 14 North, Range 11 West of W.M., Pacific County, Washington, having a total frontage of 73.05 lineal chains.

3) All tidelands of the Second Class conveyed by the State of Washington situated in front of, adjacent to or abutting upon Lot 8 in Section 1, Township 14 North, Range 11 West of W.M., Pacific County, Washington extending to the line of Mean Low Tide, with a frontage of 3.00 lineal chains, more or less;

EXCEPTING all tidelands, heretofore applied to for the Cultivation of Oysters.

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