

**AMENDMENT No. 1**  
to the EMPLOYMENT AGREEMENT for the  
DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER

**THIS AMENDMENT No. 1** formally amends that certain Employment Agreement made and entered into the 24<sup>th</sup> of November 2009, by and between the Board of Pacific County Commissioners ("BOARD") through the Administrative Officer ("ADMINISTRATOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Michael W. Collins ("DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER"), [REDACTED] Raymond, WA 98577, by revising Section III., COMPENSATION, and Section VI., TERM/TERMINATION as follows:

**III. COMPENSATION**

For services rendered pursuant to this amended agreement, the COUNTY will provide the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER with a monthly salary beginning January 1, 2013, of Seven Thousand Four hundred Six Dollars and Sixty-Seven Cents (\$7,406.67).

Beginning in January 2014, and in each year thereafter during which this contract and any extensions are valid, the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's monthly salary will be increased to reflect "cost of living adjustments" commensurate with those provided to other COUNTY non-represented employees.

As of January 1, 2014, the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's monthly salary will be increased by Ninety Three Dollars and Thirty-Three Cents (\$93.33) per month, in addition to any cost of living adjustment that may be provided.

The DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's salary will be paid to him at the same time, and in the same manner, in which the COUNTY's non-represented employees receive their compensation, except that in all cases payment of his salary shall be made to the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER via direct electronic deposit.

**VI. TERM/TERMINATION**

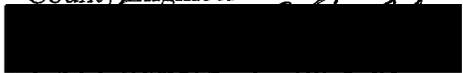
This amended AGREEMENT shall be deemed to become effective the 1<sup>st</sup> day of January 2013, and supersedes the applicable sections of the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's AGREEMENT signed by the BOARD on the 24<sup>th</sup> day of November, 2009. This amended AGREEMENT will continue in full force and effect through the 31<sup>st</sup> day of December 2015. In the event either party to the AGREEMENT desires to terminate or modify provisions of the AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail or e-mail, return receipt requested, to the other party a minimum of six (6) months prior to the expiration date or this AGREEMENT will be extended one (1) additional year. This AGREEMENT will continue thereafter on an annual basis until the proper written notice to terminate or modify is provided.

Nothing contained herein shall prevent the parties from amending this AGREEMENT by mutual written consent. This provision will not prevent, limit or otherwise interfere with the BOARD's right to terminate the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's services or the DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER's right to resign from employment with the COUNTY.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT dated November 24<sup>th</sup>, 2009.

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

Director of Public Works  
County Engineer



Michael W. Collins      Date  
SSN: On file

10-26-12

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Ayers, Chair

\_\_\_\_\_  
Norman "Bud" Cuffel, Commissioner

\_\_\_\_\_  
Beverly Olson, Interim Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
David J. Burke      Date  
Prosecuting Attorney

ATTEST:

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